

- rules relating to denial of collocation based on NOW's failure to comply with this Section.
- 5.1.3 NOW shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the arrangement. The total capacity of the equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. If full network termination capacity of the equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that NOW submits an application for terminations that exceed the total capacity of the collocated equipment, NOW will be informed of the discrepancy and will be required to submit a revision to the application.
- 5.2 NOW shall identify to BellSouth whenever NOW submits a Method of Procedure ("MOP") adding equipment to NOW's Collocation Space all UCC-1 lien holders or other entities that have a financial interest, secured and otherwise, in the equipment in NOW's Collocation Space.
- 5.3 NOW shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the Premises.
- 5.4 NOW shall place a plaque or other identification affixed to NOW's equipment necessary to identify NOW's equipment, including a list of emergency contacts with telephone numbers.
- 5.5 Entrance Facilities. NOW may elect to place NOW-owned or NOW-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault, which are physically accessible by both Parties. NOW will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. NOW will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth, which will extend from the splice location to NOW's equipment in the Collocation Space. In the event NOW utilizes a non-metallic, riser-type entrance facility, a splice will not be required. NOW must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. NOW is responsible for maintenance of the entrance facilities. At NOW's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point.

- 5.5.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide NOW with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to NOW's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.
- 5.5.2 Shared Use. NOW may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to NOW's collocation arrangement within the same BellSouth Premises. BellSouth shall allow the splice, provided that the fiber is non-working fiber. NOW must arrange with BellSouth for BellSouth to splice the NOW provided riser cable to the spare capacity on the entrance facility. The rates set forth in Exhibit B will apply. If NOW desires to allow another telecommunications carrier to use its entrance facilities, additional rates, terms and conditions will apply and shall be negotiated between the Parties.
- 5.6 Demarcation Point. BellSouth will designate the point(s) of demarcation between NOW's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame (CDF). NOW shall be responsible for providing, and a supplier certified by BellSouth ("BellSouth Certified Supplier") shall be responsible for installing and properly labeling/stenciling the common block and necessary cabling pursuant to Section 7. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. NOW or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.7, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests.
- 5.6.1 In Tennessee, BellSouth will designate the point(s) of demarcation between NOW's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For connections to BellSouth's network, the demarcation point shall be a NOW provided Point of Termination Bay (POT Bay) in a common area within the Premises. NOW shall be responsible for providing, and a supplier certified by BellSouth shall be responsible for installing and properly labeling/stenciling the POT Bay as well as installing the necessary cabling between NOW's Collocation Space and the demarcation point. NOW or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.7, following, and may self-provision cross-connects that may be required within the

- Collocation Space to activate service requests. BellSouth will negotiate alternative rates, terms and conditions related to the demarcation point in Tennessee in the event that NOW desires to avoid the use of an intermediary device as contemplated by the Tennessee Regulatory Authority.
- 5.7 NOW's Equipment and Facilities. NOW, or if required by this Attachment, NOW's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by NOW which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections. NOW and its selected BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.8 BellSouth's Access to Collocation Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give notice to NOW at least forty-eight (48) hours before access to the Collocation Space is required. NOW may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that NOW will not bear any of the expense associated with this work.
- 5.9 Access. Pursuant to Section 12, NOW shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. NOW agrees to provide the name and social security number or date of birth or driver's license number of each employee, supplier, or agent of NOW or NOW's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by NOW and returned to BellSouth Access Management within fifteen (15) calendar days of NOW's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. NOW agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of NOW's employees, suppliers, Guests, or agents after termination of the employment relationship, contractual obligation with NOW or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.
- 5.9.1 BellSouth will permit one accompanied site visit to NOW's designated collocation arrangement location after receipt of the Bona Fide Firm Order (BFFO) without charge to NOW. NOW must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of thirty (30) calendar days prior to the date NOW desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, NOW may submit such a request at any time subsequent to

- BellSouth's receipt of the BFFO. In the event NOW desires access to the Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit NOW to access the Collocation Space accompanied by a security escort at NOW's expense. NOW must request escorted access at least three (3) business days prior to the date such access is desired.
- 5.10 Lost or Stolen Access Keys. NOW shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), NOW shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.11 Interference or Impairment. Notwithstanding any other provisions of this Attachment, NOW shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of NOW violates the provisions of this paragraph, BellSouth shall give written notice to NOW, which notice shall direct NOW to cure the violation within forty-eight (48) hours of NOW's actual receipt of written notice or, at a minimum, to commence curative measures within twenty-four (24) hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 5.11.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if NOW fails to take curative action within forty-eight (48) hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to NOW's equipment. BellSouth will endeavor, but is not required, to provide notice to NOW prior to taking such action and shall have no liability to NOW for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.11.2 For purposes of this Section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other

- advanced services or traditional voice band services and NOW fails to take curative action within forty-eight (48) hours then BellSouth will establish before the Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to NOW or, if subsequently necessary, the Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, NOW shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly deployed technology.
- 5.12 Personalty and its Removal. Facilities and equipment placed by NOW in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by NOW at any time. Any damage caused to the Collocation Space by NOW's employees, agents or representatives during the removal of such property shall be promptly repaired by NOW at its expense.
- 5.12.1 If NOW decides to remove equipment from its Collocation Space and the removal requires no physical changes, BellSouth will bill NOW an Administrative Only Application Fee as set forth in Exhibit B for these changes. This non-recurring fee will be billed on the date that BellSouth provides an Application Response.
- 5.13 Alterations. In no case shall NOW or any person acting on behalf of NOW make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by NOW. Any such material rearrangement, modification, improvement, addition, or other alteration shall require a Subsequent Application and Subsequent Application Fee, which will be billed by BellSouth on the date that BellSouth makes an Application Response.
- 5.14 Janitorial Service. NOW shall be responsible for the general upkeep of the Collocation Space. NOW shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such suppliers on a site-specific basis upon request.
- 6. Ordering and Preparation of Collocation Space**
- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to NOW and BellSouth that are different from procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of

this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.

- 6.2 Initial Application. For NOW or NOW's Guest(s) initial equipment placement, NOW shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Initial Application"). The Initial Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. An application fee will apply which will be billed by BellSouth on the date that BellSouth makes an Application Response.
- 6.3 Subsequent Application. In the event NOW or NOW's Guest(s) desires to modify the use of the Collocation Space after a BFFO, NOW shall complete an application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Subsequent Application are completed with the appropriate type of information. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by NOW in the application. Such necessary modifications to the Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.3.1 Subsequent Application Fee. The application fee paid by NOW for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. The fee for a Subsequent Application where the modification requested has limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth and where sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee as set forth in Exhibit B. If the modification requires capital expenditure, an Initial Application Fee shall apply. This non-recurring fee will be billed on the date that BellSouth makes an Application Response.
- 6.4 Space Preferences. If NOW has previously requested and received a Space Availability Report for the Premises, NOW may submit up to three (3) space preferences on its application identifying specific space identification numbers as referenced on the Space Availability Report. In the event that BellSouth can-not accommodate the NOW's preference(s), NOW may elect to accept the space allocated by BellSouth or may cancel its application and submit another application requesting additional preferences, which will be treated as a new application and an application fee will apply which will be billed by BellSouth on the date that BellSouth makes an Application Response.
- 6.5 Space Availability Notification.
- 6.5.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the application is Bona Fide and if

- it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify NOW of the amount of space that is available and no application fee shall apply. When BellSouth's response includes an amount of space less than that requested by NOW or differently configured, NOW must resubmit its application to reflect the actual space available.
- 6.5.2 BellSouth will respond to a Florida application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an application fee will be billed by BellSouth on the date that BellSouth makes an Application Response. When BellSouth's Application Response includes an amount of space less than that requested by NOW or differently configured, NOW must amend its application to reflect the actual space available prior to submitting a BFFO.
- 6.5.3 BellSouth will respond to a Louisiana application within ten (10) calendar days for space availability for one (1) to ten (10) applications; fifteen (15) calendar days for eleven (11) to twenty (20) applications; and for more than twenty (20) applications, the response interval is increased by five (5) calendar days for every five additional applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify NOW of the amount of space that is available and no application fee shall apply. When BellSouth's response includes an amount of space less than that requested by NOW or differently configured, NOW must resubmit its application to reflect the actual space available. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide.
- 6.6 Denial of Application. If BellSouth notifies NOW that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying NOW that BellSouth has no available space in the requested Premises, BellSouth will allow NOW, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.
- 6.7 Filing of Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit NOW to inspect any floor plans or diagrams that BellSouth provides to the Commission.

- 6.8 Waiting List. On a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.
- 6.8.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. Sixty (60) calendar days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of the telecommunications carrier on said waiting list. If not known sixty (60) calendar days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two (2) business days of the determination that space is available. A telecommunications carrier that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.
- 6.8.2 When space becomes available, NOW must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of such notification. If NOW has originally requested caged Collocation Space and cageless Collocation Space becomes available, NOW may refuse such space and notify BellSouth in writing within that time that NOW wants to maintain its place on the waiting list without accepting such space. NOW may accept an amount of space less than its original request by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If NOW does not submit such an application or notify BellSouth in writing as described above, BellSouth will offer such space to the next telecommunications carrier on the waiting list and remove NOW from the waiting list. Upon request, BellSouth will advise NOW as to its position on the list.
- 6.9 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. BellSouth shall update such document within ten (10) calendar days of the date BellSouth becomes aware that there is insufficient space to accommodate physical collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list.
- 6.10 Application Response.
- 6.10.1 In Alabama, when space has been determined to be available, BellSouth will provide an Application Response within fifteen (15) calendar days of the receipt of a Bona

- Fide Application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and any other applicable space preparation fees, described in Section 8.
- 6.10.2 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide Application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable NOW to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When NOW submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) calendar day response period will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.
- 6.10.3 In Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee, when space has been determined to be available for caged or cageless arrangements, BellSouth will provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and any other applicable space preparation fees, as described in Section 8.
- 6.10.4 In Louisiana, when space has been determined to be available, BellSouth will provide an Application Response within thirty (30) calendar days for one (1) to ten (10) applications; thirty-five (35) calendar days for eleven (11) to twenty (20) applications; and for requests of more than twenty (20) applications, the Application Response interval will be increased by five (5) calendar days for every five (5) applications received within five (5) business days. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.11 Application Modifications.
- 6.11.1 If a modification or revision is made to any information in the Bona Fide application prior to a BFFO, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of NOW or necessitated by technical considerations, said application shall be considered a new application and shall be handled as a new application with respect to response and provisioning intervals and BellSouth may charge NOW an additional application fee. The fee for an application modification where the modification requested has limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth and where sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee as set forth in Exhibit B. A modification involving a capital expenditure by BellSouth shall require NOW to submit the application with an Initial Application Fee. This non-recurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.

6.12 Bona Fide Firm Order.

6.12.1 NOW shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Firm Order to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to NOW's Bona Fide application or the application will expire.

6.12.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a BFFO. BellSouth will acknowledge the receipt of NOW's BFFO within seven (7) calendar days of receipt indicating that the BFFO has been received. A BellSouth response to a BFFO will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a BFFO.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals

7.1.1 In Alabama, BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements when preconditioned space is available within thirty (30) calendar days from receipt of a BFFO (ordinary conditions) or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for cageless collocation arrangements as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. Preconditioned space is defined as when all infrastructure is in place and only a record change is required to show that the space has been assigned to NOW. Ordinary conditions are defined as space available with only minor changes to support systems required, such as, but not limited to HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include, but are not limited to, major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

7.1.2 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. For changes to the Collocation Space after initial space completion ("Augmentation"), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a BFFO or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and NOW cannot agree upon a completion date, within forty-five (45)

- calendar days of receipt of the BFFO for an initial request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida Commission.
- 7.1.3 In Georgia, Kentucky Mississippi, North Carolina, and Tennessee, BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a BFFO and ninety (90) calendar days from receipt of a BFFO for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.4 In Louisiana, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days for caged and sixty (60) calendar days for cageless from receipt of a BFFO for an initial request, and within sixty (60) calendar days for an Augmentation, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within one hundred twenty (120) calendar days for caged and ninety (90) calendar days for cageless from the receipt of a BFFO. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.5 In South Carolina, BellSouth will complete construction for caged collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of the BFFO and within a maximum of ninety (90) calendar days from receipt of the BFFO under extraordinary conditions, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such

- as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include, but not limited to, a major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Public Service Commission of South Carolina.
- 7.2 Joint Planning. Joint planning between BellSouth and NOW will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide application and affirmed in the BFFO. The Collocation Space completion time period will be provided to NOW during joint planning.
- 7.3 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 7.4 Acceptance Walk-through. NOW will schedule and complete an acceptance walk-through of each Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying NOW that the Collocation Space is ready for occupancy (Space Ready Date). In the event that NOW fails to complete an acceptance walk-through within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by NOW. BellSouth will correct any deviations to NOW's original or jointly amended requirements within seven (7) calendar days after the walk-through, unless the Parties jointly agree upon a different time frame.
- 7.5 Circuit Facility Assignments (CFAs). Unless otherwise specified, BellSouth will provide CFAs to NOW prior to the applicable provisioning interval set forth herein ("Provisioning Interval") for those Premises in which NOW has a physical collocation arrangement with no POT bay or with a POT bay provided by BellSouth prior to 6/1/99. BellSouth cannot provide CFAs to NOW prior to the Provisioning Interval for those Premises in which NOW has a physical collocation arrangement with a POT bay provided by NOW prior to 6/1/99 or a virtual collocation arrangement until NOW provides BellSouth with the following information:

For NOW-provided POT bay - a complete layout of the POT panels (equipment inventory update (EIU) form) showing locations, speeds, etc.

For virtual - a complete layout of NOW's equipment (equipment inventory update (EIU) form), including the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by NOW's BellSouth Certified Supplier

BellSouth cannot begin work on the CFAs until the complete and accurate EIU form is received from NOW. If this EIU is provided ten (10) calendar days prior to the Provisioning Interval, then CFAs will be made available by the Provisioning Interval. If this EIU is not received ten (10) calendar days prior to the Provisioning Interval, then the CFAs will be provided within ten (10) calendar days of receipt of the EIU.

- 7.5.1 BellSouth will bill NOW a nonrecurring charge, as set forth in Exhibit B, each time NOW requests a resend of its CFAs for any reason other than a BellSouth error in the CFAs.
- 7.6 Use of BellSouth Certified Supplier. NOW shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. NOW and NOW's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, NOW must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide NOW with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing NOW's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and NOW upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill NOW directly for all work performed for NOW pursuant to this Attachment, and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to NOW or any supplier proposed by NOW and will not unreasonably withhold certification. All work performed by or for NOW shall conform to generally accepted industry guidelines and standards.
- 7.7 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. NOW shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service NOW's Collocation Space. Upon request, BellSouth will provide NOW with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by NOW. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.
- 7.8 Virtual to Physical Collocation Relocation. In the event physical Collocation Space was previously denied at a location due to technical reasons or space limitations, and physical Collocation Space has subsequently become available, NOW may relocate its virtual collocation arrangements to physical collocation arrangements and pay the appropriate fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by

- NOW, such information will be provided to NOW in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to NOW within one hundred eighty (180) calendar days of BellSouth's written denial of NOW's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) NOW was not informed in the written denial that physical Collocation Space would become available within such one hundred eighty (180) calendar days, then NOW may relocate its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. NOW must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.
- 7.8.1 In Alabama, BellSouth will complete a relocation from virtual collocation to cageless physical collocation within thirty (30) calendar days and from virtual collocation to caged physical collocation within ninety (90) calendar days.
- 7.9 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to "in-place" physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days from receipt of the BFFO. BellSouth will bill NOW an Administrative Only Application Fee as set forth in Exhibit B for these changes on the date that BellSouth provides an Application Response.
- 7.9.1 In Alabama and Tennessee, BellSouth will complete Virtual to Physical Conversions (In Place) within thirty (30) calendar days from receipt of the BFFO.
- 7.10 Cancellation. If, at any time prior to space acceptance, NOW cancels its order for the Collocation Space(s) ("Cancellation"), BellSouth will bill the applicable non-recurring rate for any and all work processes for which work has begun. In Georgia, if NOW cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill NOW for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the order not been cancelled.
- 7.11 Licenses. NOW, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

- 7.12 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.

8. Rates and Charges

- 8.1 Recurring Charges. If NOW has met the applicable fifteen (15) calendar day walk-through interval(s) specified in Section 4, billing for recurring charges will begin upon the Space Acceptance Date. In the event that NOW fails to complete an acceptance walk-through within the applicable fifteen (15) calendar day interval(s), billing for recurring charges will commence on the Space Ready Date or on the Space Acceptance Date, whichever is sooner.
- 8.2 Application Fee. BellSouth shall assess an application fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 6 (Application Response). Payment of said application fee will be due as dictated by NOW's current billing cycle and is non-refundable.
- 8.2.1 In Tennessee the applicable application fee is the planning fee for both Initial Applications and Subsequent Applications placed by NOW. This fee will be billed by Bellsouth on the date that BellSouth provides an Application Response.
- 8.3 Space Preparation. Space preparation fees consist of a nonrecurring charge for firm order processing and monthly recurring charges for central office modifications, assessed per arrangement, per square foot, and common systems modifications, assessed per arrangement, per square foot, for cageless collocation and per cage for caged collocation. NOW shall remit payment of the nonrecurring firm order-processing fee coincident with submission of a BFFO. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event NOW opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to NOW as prescribed in this Section.
- 8.4 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed. This non-recurring fee will be billed by BellSouth upon receipt of the NOW's BFFO.
- 8.5 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not include any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, NOW shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, NOW shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed

- Collocation Space in conventional equipment rack lineups where feasible. In the event NOW's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, NOW shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.
- 8.6 Power. BellSouth shall make available -48 Volt (-48V) DC power for NOW's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at NOW's option within the Premises.
- 8.6.1 When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by NOW's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by NOW's BellSouth Certified Supplier. NOW is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to NOW's equipment. The determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by NOW must provide BellSouth a copy of the engineering power specification prior to the day on which NOW's equipment becomes operational. BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and NOW's arrangement area. NOW shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within NOW's arrangement, power cable feeds, and terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified Supplier. NOW shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia and ANSI Standards regarding power cabling.
- 8.6.2 If NOW elects to install its own DC Power Plant, BellSouth shall provide AC power to feed NOW's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by NOW's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. NOW's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit B. AC power voltage and phase ratings shall be determined on a per location basis. At NOW's option, NOW may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.6.3 In Tennessee, recurring charges for -48V DC power consumption will be assessed per ampere per month based upon the engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable racks to NOW's equipment or space enclosure. NOW shall contract with a Certified

Supplier who will be responsible for the following: dedicated power cable support structure within NOW's arrangement and terminations of cable within the Collocation Space.

- 8.6.3.1 In Tennessee, non-recurring charges for -48V DC power distribution will be based on the common power feeder cable support structure between the BellSouth BDFB and NOW's arrangement area.
- 8.6.4 In Alabama and Louisiana, NOW has the option to purchase power directly from an electric utility company. Under such an option, NOW is responsible for contracting with the electric utility company for its own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by NOW. NOW's BellSouth Certified Supplier must comply with all applicable safety codes, including the National Electric Safety Codes, in installing this power arrangement. If NOW previously had power supplied by BellSouth, NOW may request to change its arrangement to obtain power from an electric utility company by submitting a subsequent application. BellSouth will waive any application fee for this subsequent application if no other change was requested therein. Any floor space, cable racking, etc utilized by NOW in provisioning said power will be billed on an ICB basis.
- 8.6.5 In South Carolina, NOW has the option to purchase power directly from an electric utility company where technically feasible and where space is available in a requested BellSouth Premises. Under such an option, NOW is responsible for contracting with the electric utility company for its own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and power cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by NOW. NOW's BellSouth Certified Supplier must comply with all applicable national, regional, state and local safety, electrical, fire and building codes, including the National Electric Safety Code standards, in installing this power arrangement, just as BellSouth is required to comply with these codes. NOW must submit an application to BellSouth for the appropriate amount of collocation space that NOW requires to install this type of power arrangement. BellSouth will evaluate the request and determine if the appropriate amount of space is available within the office for the installation of NOW's power equipment and facilities. This type of power arrangement must be located in an appropriate area in the central office that has been properly conditioned for the installation of power equipment and conforms to the applicable national, regional, state and local safety, electrical, fire and building codes. BellSouth shall waive the application fee or any other non-recurring charge that would otherwise be due from a CLEC that decides to reconfigure an existing collocation power arrangement so as to purchase power directly from an electric utility company as provided herein. NOW shall be responsible for the recurring charges associated with the central office space needed for

- collocation of this type of power arrangement, including space required to place associated power-related equipment and facilities (i.e., batteries, generator, power meter, etc.). If there is no space available for this type of power arrangement in the requested central office, BellSouth may seek a waiver of these requirements from the Public Service Commission of South Carolina for the central office requested. NOW would still have the option to order its power needs directly from BellSouth.
- 8.6.6 If NOW requests a reduction in the amount of power that BellSouth is currently providing NOW must submit a Subsequent Application. If no modification to the Collocation Space is requested other than the reduction in power, the Subsequent Application Fee for Power Reduction as set forth in Exhibit B will apply. If modifications are requested in addition to the reduction of power the Subsequent Application Fee will apply. This non-recurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.
- 8.6.7 In Alabama and Louisiana, if NOW is currently served from the BellSouth main power board and requests that its power be reconfigured to connect to a BellSouth BDFB, in a specific central office, NOW must submit a Subsequent Application. BellSouth will respond to such application within seven (7) calendar days and no application fee will apply.
- 8.7 Security Escort. A security escort will be required whenever NOW or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit B beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and NOW shall pay for such half-hour charges in the event NOW fails to show up.
- 8.8 Cable Record charges. These charges apply for work required to build cable records in BellSouth systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records. These non-recurring fees will be billed upon receipt of NOW's BFFO.
- 8.9 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.
9. **Insurance**
- 9.1 NOW shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.
- 9.2 NOW shall maintain the following specific coverage:

- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of NOW's real and personal property situated on or within BellSouth's Central Office location(s).
- 9.2.4 NOW may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days notice to NOW to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by NOW shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Attachment or until all NOW's property has been removed from BellSouth's Premises, whichever period is longer. If NOW fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from NOW.
- 9.5 NOW shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. NOW shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from NOW's insurance company. NOW shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375

- 9.6 NOW must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If NOW's net worth exceeds five hundred million dollars (\$500,000,000), NOW may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. NOW shall provide audited financial statements to BellSouth thirty (30) calendar days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to NOW in the event that self-insurance status is not granted to NOW. If BellSouth approves NOW for self-insurance, NOW shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of NOW's corporate officers. The ability to self-insure shall continue so long as the NOW meets all of the requirements of this Section. If NOW subsequently no longer satisfies this Section, NOW is required to purchase insurance as indicated by Sections 9.2.1 and 9.2.2.
- 9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days' notice to NOW to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.
- 10. Mechanics Liens**
- 10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or NOW), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.
- 11. Inspections**
- 11.1 BellSouth may conduct an inspection of NOW's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between NOW's equipment and equipment of BellSouth. BellSouth may conduct an inspection if NOW adds

equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide NOW with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

12. Security and Safety Requirements

- 12.1 Unless otherwise specified, NOW will be required, at its own expense, to conduct a statewide investigation of criminal history records for each NOW employee hired in the past five years being considered for work on the BellSouth Premises, for the states/counties where the NOW employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. NOW shall not be required to perform this investigation if an affiliated company of NOW has performed an investigation of the NOW employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if NOW has performed a pre-employment statewide investigation of criminal history records of the NOW employee for the states/counties where the NOW employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 NOW will be required to administer to its personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.3 NOW shall provide its employees and agents with picture identification, which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and NOW's name. BellSouth reserves the right to remove from its Premises any employee of NOW not possessing identification issued by NOW or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. NOW shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Premises. NOW shall be solely responsible for ensuring that any Guest of NOW is in compliance with all subsections of this Section.
- 12.4 NOW shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. NOW shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any NOW personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that NOW chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, NOW may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

- 12.4.1 NOW shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 NOW shall not knowingly assign to the BellSouth Premises any individual who was a former supplier of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each NOW employee or agent hired by NOW within five years of being considered for work on the BellSouth Premises, who requires access to a BellSouth Premises pursuant to this Attachment, NOW shall furnish BellSouth, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, NOW will disclose the nature of the convictions to BellSouth at that time. In the alternative, NOW may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.5.1 For all other NOW employees requiring access to a BellSouth Premises pursuant to this Attachment, NOW shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.
- 12.6 At BellSouth's request, NOW shall promptly remove from BellSouth's Premises any employee of NOW BellSouth does not wish to grant access to its Premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of NOW is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Security Violations. BellSouth reserves the right to interview NOW's employees, agents, or suppliers in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to NOW's Security contact of such interview. NOW and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving NOW's employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill NOW for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that NOW's employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill NOW for BellSouth property, which is stolen or damaged where an investigation determines the culpability of NOW's employees, agents, or suppliers and where NOW agrees, in good faith, with

- the results of such investigation. NOW shall notify BellSouth in writing immediately in the event that NOW discovers one of its employees already working on the BellSouth Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth Premises, any employee found to have violated the security and safety requirements of this Section. NOW shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Premises.
- 12.8 Use of Supplies. Unauthorized use of equipment, supplies or other property by either Party, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

13. Destruction of Collocation Space

- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for NOW's permitted use hereunder, then either Party may elect within ten (10) calendar days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for NOW's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to NOW, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. NOW may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. If NOW's acceleration of the project increases the cost of the project, then those additional charges will be incurred by NOW. Where allowed and where practical, NOW may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or

repaired, NOW shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for NOW's permitted use, until such Collocation Space is fully repaired and restored and NOW's equipment installed therein (but in no event later than thirty (30) calendar days after the Collocation Space is fully repaired and restored). Where NOW has placed an Adjacent Arrangement pursuant to Section 3, NOW shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Adjacent Arrangement.

14. Eminent Domain

- 14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and NOW shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) calendar days after such taking.

15. Nonexclusivity

- 15.1 NOW understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and NOW agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and NOW shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. NOW should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for NOW to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. NOW will require its suppliers, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by NOW when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the NOW space with proper notification. BellSouth reserves the right to stop any NOW work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Premises.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by NOW are owned by NOW. NOW will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by NOW or different hazardous materials used by NOW at BellSouth Premises. NOW must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Premises.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by NOW to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and NOW will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and NOW will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, NOW must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and NOW shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages (including direct and indirect damages and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, suppliers, or employees concerning its operations at the Premises.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, NOW agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. NOW further agrees to cooperate with BellSouth to ensure that NOW's employees, agents, and/or suppliers are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by NOW, its employees, agents and/or suppliers.
- 2.2 The most current version of the reference documentation must be requested from NOW's BellSouth Account Team Collocation Coordinator (ATCC) Representative.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact ATCC

		Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	Fact Sheet Series 17000 Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact ATCC Representative for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact ATCC Representative)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all applicable local, state, & federal laws and regulations Protection of BST employees and equipment	Std T&C 450 29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and	Procurement Manager (CRES Related Matters)-BST Supply Chain Services Fact Sheet Series 17000 GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)

	equipment	
Manhole cleaning	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<p>Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996</p> <p>Std T&C 660-3</p> <p>Approved Environmental Vendor List (Contact ATCC Representative)</p>
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	<p>GU-BTEN-001BT, Chapter 3 For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740</p>

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in Section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

ATCC – Account Team Collocation Coordinator

BST – BellSouth Telecommunications

Version 3Q02: 09/06/02

CRES – Corporate Real Estate and Services (formerly PS&M)

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

Attachment 4

Remote Site Physical Collocation

BELLSOUTH
REMOTE SITE PHYSICAL COLLOCATION

1. Scope of Attachment

- 1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when NOW is occupying the Remote Collocation Space as a sole occupant or as a Host within a Remote Site Location pursuant to this Attachment.
- 1.2 Right to occupy. BellSouth shall offer to NOW Remote Site Collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to the rates, terms, and conditions of this Attachment where space is available and collocation is technically feasible, BellSouth will allow NOW to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, or on BellSouth property upon which the BellSouth Remote Site Location is located, of a size, which is specified by NOW and agreed to by BellSouth (hereinafter "Remote Collocation Space"). BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Attachment does not include all the necessary rates, terms and conditions for BellSouth remote locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions upon request for collocation at BellSouth remote locations other than those specified above.
- 1.3 Space Reservation.
- 1.3.1 In all states other than Florida, the number of racks/bays specified by NOW may contemplate a request for space sufficient to accommodate NOW's growth within a two year period.
- 1.3.2 In the state of Florida, the number of racks/bays specified by NOW may contemplate a request for space sufficient to accommodate NOW's growth within an eighteen (18) month period.
- 1.3.3 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.
- 1.4 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a Third Party or otherwise controlled by a Third Party, special considerations and intervals may apply in addition to the terms and conditions of this

Attachment. Additionally, where BellSouth notifies NOW that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon NOW's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for NOW. NOW agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for NOW. In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Attachment and BellSouth, despite its best efforts, is unable to secure such access and use rights for NOW as above, NOW shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with NOW in obtaining such permission.

- 1.5 Space Reclamation. In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Remote Site Location. NOW will be responsible for any justification of unutilized space within its Remote Collocation Space, if the Commission requires such justification.
- 1.6 Use of Space. NOW shall use the Remote Collocation Space for the purposes of installing, maintaining and operating NOW's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements (UNEs) for the provision of telecommunications services, as specifically set forth in this Attachment. The Remote Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.
- 1.7 Rates and charges. NOW agrees to pay the rates and charges identified in Exhibit B attached hereto.
- 1.8 If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter. For intervals of ten (10) calendar days or less National holidays will be excluded.
- 1.9 The Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.
2. **Space Availability Report**
- 2.1 Space Availability Report. Upon request from NOW, BellSouth will provide a written report ("Space Availability Report"), describing in detail the space that is available for collocation and specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any modifications in the use of the space since the last report on the Remote Site Location requested and the measures BellSouth is taking to make additional space

available for collocation arrangements. A Space Availability Report does not reserve space at the Remote Site Location.

- 2.1.1 The request from NOW for a Space Availability Report must be written and must include the Common Language Location Identification (“CLLI”) code for both the Remote Site Location and the serving wire center. The CLLI code information for the serving wire center is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4. If NOW is unable to obtain the CLLI code for the Remote Site Location from, for example, a site visit to the remote site, NOW may request the CLLI code from BellSouth. To obtain a CLLI code for a Remote Site Location directly from BellSouth, NOW should submit to BellSouth a Remote Site Interconnection Request for the serving wire center CLLI code prior to submitting its request for a Space Availability Report. NOW should complete all the requested information and submit the Request to BellSouth. BellSouth will bill the applicable fee upon receipt of the request.
- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Remote Site Locations within the same state. The response time for requests of more than five (5) Remote Site Locations shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall notify NOW and inform NOW of the time frame under which it can respond.
- 2.2 Remote Terminal information. Upon request, BellSouth will provide NOW with the following information concerning BellSouth’s remote terminals: (i) the address of the remote terminal; (ii) the CLLI code of the remote terminal; (iii) the carrier serving area of the remote terminal; (iv) the designation of which remote terminals subtend a particular central office; and (v) the number and address of customers that are served by a particular remote terminal.
- 2.2.1 BellSouth will provide this information on a first come, first served basis within thirty (30) calendar days of a NOW request subject to the following conditions: (i) the information will only be provided on a CD in the same format in which it appears in BellSouth’s systems; (ii) the information will only be provided for each serving wire center designated by NOW, up to a maximum of thirty (30) wire centers per NOW request per month per state, and up to for a maximum of 120 wire centers total per month per state for all CLECs; and (iii) NOW agrees to pay the costs incurred by BellSouth in providing the information.
- 3. Collocation Options**
- 3.1 Cageless. BellSouth shall allow NOW to collocate NOW’s equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow

NOW to have direct access to NOW's equipment and facilities. BellSouth shall make cageless collocation available in single rack/bay increments. Except where NOW's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane, etc.), BellSouth shall assign cageless Remote Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, NOW must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment pursuant.

3.2 Caged. At NOW's expense, NOW may arrange with a Supplier certified by BellSouth ("Certified Supplier") to construct a collocation arrangement enclosure, where technically feasible as that term has been defined by the FCC, in accordance with BellSouth's guidelines and specifications prior to starting equipment installation. BellSouth will provide guidelines and specifications upon request. NOW's Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with NOW and provide, at NOW's expense, the documentation, including existing building architectural drawings, enclosure drawings, and specifications required and necessary for NOW to obtain the zoning, permits and/or other licenses. NOW's Certified Supplier shall bill NOW directly for all work performed for NOW pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by NOW's Certified Supplier. NOW must provide the local BellSouth Remote Site Location contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access NOW's locked enclosure prior to notifying NOW. Upon request, BellSouth shall construct the enclosure for NOW.

3.2.1 BellSouth may elect to review NOW's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. Notification to NOW indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Initial Application, if NOW has indicated their desire to construct their own enclosure. If NOW's Initial Application does not indicate their desire to construct their own enclosure, but their subsequent firm order does indicate their desire to construct their own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of the plans and specifications. Regardless of whether or not BellSouth elects to review NOW's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or BellSouth's guidelines and specifications, as applicable. BellSouth shall require NOW to remove or correct within seven (7) calendar days at NOW's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.

- 3.3 Shared Collocation. NOW may allow other telecommunications carriers to share NOW's Remote Collocation Space pursuant to terms and conditions agreed to by NOW ("Host") and other telecommunications carriers ("Guests") and pursuant to this Section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. NOW shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by NOW that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and NOW.
- 3.3.1 NOW, as the Host, shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide NOW with a proration of the costs of the Remote Collocation Space based on the number of collocators and the space used by each with a minimum charge of one (1) bay/rack per Host/Guest. In those instances where the Host permits a Guest to use a shelf within the Host's bay, BellSouth will not prorate the cost of the bay. In all states other than Florida, and in addition to the foregoing, NOW shall be the responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placement of Guest. In Florida the Guest may directly submit initial and additional equipment placement applications using the Host's access carrier name abbreviation (ACNA). A separate Guest application shall require the assessment of an Initial or Subsequent Application Fee, as set forth in Exhibit B, which will be charged to the Host. BellSouth shall bill this non-recurring fee on the date that BellSouth provides it written response ("Application Response").
- 3.3.2 Notwithstanding the foregoing, the Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and the Guest and for the provision of the services and access to unbundled network elements. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest pursuant to the applicable tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.3 NOW shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of NOW's Guests in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent Remote Site collocation arrangements ("Remote Site Adjacent

Arrangement”) on the property on which the Remote Site is located, where the Remote Site Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property. The Remote Site Adjacent Arrangement shall be constructed or procured by NOW and in conformance with BellSouth’s design and construction specifications. Further, NOW shall construct, procure, maintain and operate said Remote Site Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the application for the Remote Site Adjacent Arrangement.

- 3.4.1 Should NOW elect Adjacent Collocation, NOW must arrange with a Certified Supplier to construct a Remote Site Adjacent Arrangement structure in accordance with BellSouth’s guidelines and specifications. Where local building codes require enclosure specifications more stringent than BellSouth’s standard specification, NOW and NOW’s Certified Supplier must comply with local building code requirements. NOW’s Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. NOW’s Certified Supplier shall bill NOW directly for all work performed for NOW pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by NOW’s Certified Supplier. NOW must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access NOW’s locked enclosure prior to notifying NOW.
- 3.4.2 NOW must submit its plans and specifications to BellSouth with its Firm Order. BellSouth shall review NOW’s plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s) to ensure compliance with BellSouth’s guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of plans and specifications. BellSouth may inspect the Remote Site Adjacent Arrangement(s) during and after construction to confirm it is constructed according to the submitted plans and specifications. BellSouth shall require NOW to remove or correct within seven (7) calendar days at NOW’s expense any structure that does not meet these plans and specifications.
- 3.4.3 NOW shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning (“HVAC”), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At NOW’s option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. In Alabama and Louisiana, BellSouth will provide DC power to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC, and subject to individual case basis pricing. NOW’s Certified Supplier shall be responsible, at NOW’s expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement. BellSouth shall

allow Shared Collocation within a Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth herein.

- 3.5 Co-carrier cross-connect (CCXC). The primary purpose of collocation is for a collocated telecommunications carrier to interconnect with BellSouth's network or to access BellSouth's unbundled network elements for the provision of telecommunications services within a BellSouth Premises. BellSouth will permit NOW to interconnect between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same remote site premises. Both NOW's agreement and the other collocated telecommunications carrier's agreement must contain rates, terms and conditions for CCXC language. At no point in time shall NOW use the Remote Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.
- 3.5.1 NOW must use a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned by NOW. Such connections to other carriers may be made using either optical or electrical facilities. In cases where NOW's equipment and the equipment of the other interconnector are located in contiguous caged Collocation Spaces, NOW will have the option of using NOW's own technicians to deploy co-carrier cross connects using either electrical or optical facilities between the sets of equipment and construct its own dedicated cable support structure. NOW may deploy such optical or electrical connections directly between its own facilities and the facilities of other collocated telecommunications carriers without being routed through BellSouth equipment. NOW may not self-provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-connect) or LGX (Light Guide Cross-connect). NOW is responsible for ensuring the integrity of the signal.
- 3.5.2 NOW shall be responsible for providing written authorization to BellSouth from the other collocated telecommunications carrier prior to installing the CCXC. NOW-provisioned CCXC shall utilize common cable support structure. There will be a recurring charge per linear foot, per cable, of common cable support structure used. In the case of two contiguous caged collocation arrangements, NOW will have the option of using NOW's own technicians to construct its own dedicated support structure.
- 3.5.3 To order CCXCs NOW must submit an Initial Application or Subsequent Application. If no modification to the Remote Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXC, as defined in Exhibit B, will apply. If modifications in addition to the placement of CCXCs are requested, the Initial Application or Subsequent Application Fee will apply. This non-recurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.

4. **Occupancy**

- 4.1 **Occupancy.** BellSouth will notify NOW in writing that the Remote Collocation Space is ready for occupancy ("Space Ready Date"). NOW will schedule and complete an acceptance walk-through of each Remote Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying NOW that Remote Collocation Space is ready for occupancy ("Space Ready Date"). . BellSouth will correct any deviations to NOW's original or jointly amended requirements within seven (7) calendar days after the walk-through, unless the Parties jointly agree upon a different time frame, and BellSouth shall establish a new Space Ready Date. Another acceptance walk-through will then be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walk-through will be limited to those items identified in the initial walk-through. If NOW has met the fifteen (15) calendar day interval(s), billing will begin upon the date of NOW's acceptance of the Collocation Space ("Space Acceptance Date"). In the event that NOW fails to complete an acceptance walk-through within this fifteen (15) calendar day interval, the Remote Collocation Space shall be deemed accepted by NOW. Billing will commence on the Space Ready Date or on the Space Acceptance Date, whichever is sooner. NOW must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for cross connects until receipt of such notice. For purposes of this paragraph, NOW's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.
- 4.2 **Termination of Occupancy.** In addition to any other provisions addressing termination of occupancy in this Attachment, NOW may terminate occupancy in a particular Remote Collocation Space by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy. BellSouth may terminate NOW's right to occupy the Remote Collocation Space in the event NOW fails to comply with any provision of this Agreement.
- 4.2.1 Upon termination of occupancy, NOW at its expense shall remove its equipment and other property from the Remote Collocation Space. NOW shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of NOW's Guests, unless NOW's Guest has assumed responsibility for the Remote Collocation Space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date. NOW shall continue payment of monthly fees to BellSouth until such date as NOW, and if applicable NOW's Guest, has fully vacated the Remote Collocation Space and the Space Relinquish Form has been accepted by BellSouth. Should NOW or NOW's Guest fail to vacate the Remote Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and dispose of the equipment and other property of NOW or

NOW's Guest, in any manner that BellSouth deems fit, at NOW's expense and with no liability whatsoever for NOW or NOW's Guest's property. Upon termination of NOW's right to occupy Remote Collocation Space, the Remote Collocation Space will revert back to BellSouth, and NOW shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the NOW except for ordinary wear and tear unless otherwise agreed to by the Parties. For CEVs and huts NOW's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's guidelines and specifications including but not limited to Record Drawings and ERMA Records. NOW shall be responsible for the cost of removing any NOW constructed enclosure, together with all support structures (e.g., racking, conduits, power cables, etc.), at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Remote Collocation Space

- 5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Remote Collocated Space must be for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services.
- 5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: Traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.
- 5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 3 requirements as outlined in the Telcordia Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on NOW's failure to comply with this Section.

- 5.1.2.1 All NOW equipment installation shall comply with BellSouth TR 73503-11h, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid-state protector unit (over-voltage protection only) which has been listed by a nationally recognized testing laboratory.
- 5.1.3 NOW shall identify to BellSouth whenever NOW submits a Method of Procedure ("MOP") adding equipment to NOW's Remote Collocation Space all UCC-1 lien holders or other entities that have a financial interest, secured or otherwise, in the equipment in NOW's Remote Collocation Space.
- 5.2 NOW shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.
- 5.3 NOW shall place a plaque or other identification affixed to NOW's equipment to identify NOW's equipment, including a list of emergency contacts with telephone numbers.
- 5.4 Entrance Facilities. NOW may elect to place NOW-owned or NOW-leased fiber entrance facilities into the Remote Collocation Space. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space, which is physically accessible by both Parties. NOW will provide and place copper cable through conduit from the Remote Collocation Space to the Feeder Distribution Interface to the splice location of sufficient length for splicing by BellSouth. NOW must contact BellSouth for instructions prior to placing the entrance facility cable. NOW is responsible for maintenance of the entrance facilities.
- 5.4.1 Shared Use. NOW may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to NOW's collocation arrangement within the same BellSouth Remote Site Location. BellSouth shall allow splicing to the entrance facility, provided that the fiber is non-working fiber. The rates set forth in Exhibit B will apply. If NOW desires to allow another telecommunications carrier to use its entrance facilities, additional rates, terms and conditions will apply and shall be negotiated between the Parties.
- 5.5 Demarcation Point. BellSouth will designate the point(s) of demarcation between NOW's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. NOW or its agent must perform all required maintenance to NOW equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following.

- 5.6 NOW's Equipment and Facilities. NOW, or if required by this Attachment, NOW's Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by NOW which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections. NOW and its selected Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.7 BellSouth's Access to Remote Collocation Space. From time to time BellSouth may require access to the Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications.
- 5.8 Access. Pursuant to Section 12, NOW shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. NOW agrees to provide the name and social security number or date of birth or driver's license number of each employee, supplier, or agents of NOW or NOW's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by NOW and returned to BellSouth Access Management within fifteen (15) calendar days of NOW's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. NOW agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of NOW's employees, suppliers, Guests, or agents after termination of the employment relationship, contractual obligation with NOW or upon the termination of this Attachment or the termination of occupancy of an individual Remote Site collocation arrangement.
- 5.8.1 BellSouth will permit one accompanied site visit to NOW's designated collocation arrangement location after receipt of the Bona Fide Firm Order (BFFO) without charge to NOW. NOW must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Remote Site Location a minimum of thirty (30) calendar days prior to the date NOW desires access to the Remote Collocation Space. In order to permit reasonable access during construction of the Remote Collocation Space, NOW may submit such a request at any time subsequent to BellSouth's receipt of the BFFO. In the event NOW desires access to the Remote Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit NOW to access the Remote Collocation Space accompanied by a security escort at NOW's expense. NOW must request escorted access at least three (3) business days prior to the date such access is desired.
- 5.9 Lost or Stolen Access Keys. NOW shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-

key Remote Site Locations or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), NOW shall pay for all reasonable costs associated with the re-keying or deactivating the card.

- 5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, NOW shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment and facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of NOW violates the provisions of this paragraph, BellSouth shall give written notice to NOW, which notice shall direct NOW to cure the violation within forty-eight (48) hours of NOW's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 5.10.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if NOW fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or any other entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to NOW's equipment. BellSouth will endeavor, but is not required, to provide notice to NOW prior to taking such action and shall have no liability to NOW for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.10.2 For purposes of this section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and NOW fails to take curative action within 48 hours then BellSouth will establish before the Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to NOW or, if subsequently necessary, the Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, NOW shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only

degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly deployed technology.

- 5.11 Personalty and its Removal. Facilities and equipment placed by NOW in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain their status as personalty and may be removed by NOW at any time. Any damage caused to the Remote Collocation Space by NOW's employees, agents or representatives shall be promptly repaired by NOW at its expense.
- 5.11.1 If NOW decides to remove equipment from its Remote Collocation Space and the removal requires no physical changes, BellSouth will bill NOW an Administrative Only Application Fee as set forth in Exhibit B for these changes. This non-recurring fee will be billed on the date that BellSouth provides an Application Response.
- 5.12 Alterations. In no case shall NOW or any person acting on behalf of NOW make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any specialized alterations shall be paid by NOW. Any such material rearrangement, modification, improvement, addition, or other alteration shall require an application and Application Fee. BellSouth will bill the non-recurring fee on the date that BellSouth provides an Application Response.
- 5.13 Upkeep of Remote Collocation Space. NOW shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. NOW shall be responsible for removing any NOW debris from the Remote Collocation Space and from in and around the Remote Collocation Site on each visit.

6. Ordering and Preparation of Remote Collocation Space

- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to NOW and BellSouth that are different from procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof
- 6.2 Initial Application. For NOW or NOW's Guest(s) initial equipment placement, NOW shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Initial Application"). The application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. An application fee will apply which will be billed on the date that BellSouth provides an Application Response.

- 6.3 Subsequent Application In the event NOW or NOW's Guest(s) desires to modify the use of the Remote Collocation Space after a BFFO, NOW shall complete an application detailing all information regarding the modification to the Remote Collocation Space ("Subsequent Application"). BellSouth shall determine what modifications, if any, to the Remote Site Location are required to accommodate the change requested by NOW in the application. Such necessary modifications to the Remote Site Location may include, but are not limited to floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.3.1 Application Fee for Subsequent Application. The application fee paid by NOW for its request to modify the use of the Collocation Space shall be a full Application Fee as set forth in Exhibit B. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. BellSouth will bill the non-recurring fee on the date that BellSouth provides an Application Response.
- 6.4 Availability of Space. Upon submission of an application, BellSouth will permit NOW to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations or that Remote Site Collocation is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 7 shall apply, or BellSouth may elect to deny space in accordance with this Section in which case virtual or adjacent collocation options may be available. If the amount of space requested is not available, BellSouth will notify NOW of the amount that is available.
- 6.5 Space Availability Notification.
- 6.5.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify NOW of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by NOW or differently configured, NOW must resubmit its application to reflect the actual space available.
- 6.5.2 BellSouth will respond to a Florida application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an

- Application Response for the amount of space that is available and an Application Fee will be billed by BellSouth on the date that BellSouth provides an Application Response. When BellSouth's Application Response includes an amount of space less than that requested by NOW or differently configured, NOW must amend its application to reflect the actual space available prior to submitting a BFFO.
- 6.5.3 BellSouth will respond to a Louisiana application within ten (10) calendar days for space availability for one (1) to ten (10) applications; fifteen (15) calendar days for eleven (11) to twenty (20) applications; and for more than twenty (20) applications, the response interval is increased by five (5) calendar days for every five additional applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify NOW of the amount of space that is available and no Application Fee will apply. When BellSouth's response includes an amount of space less than that requested by NOW or differently configured, NOW must resubmit its application to reflect the actual space available. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide.
- 6.6 Denial of Application. If BellSouth notifies NOW that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying NOW that BellSouth has no available space in the requested Remote Site Location, BellSouth will allow NOW, upon request, to tour the Remote Site Location within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) calendar days of the Denial of Application.
- 6.7 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit NOW to inspect any plans or diagrams that BellSouth provides to the Commission.
- 6.8 Waiting List. On a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.
- 6.8.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting

- carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. Sixty (60) calendar days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of the telecommunications carrier on said waiting list. If not known sixty (60) calendar days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two business days of the determination that space is available. A telecommunications carrier that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.
- 6.8.2 When space becomes available, NOW must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of such notification. If NOW has originally requested caged Remote Collocation Space and cageless Remote Collocation Space becomes available, NOW may refuse such space and notify BellSouth in writing within that time that NOW wants to maintain its place on the waiting list without accepting such space. NOW may accept an amount of space less than its original request by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If NOW does not submit such an application or notify BellSouth in writing as described above, BellSouth will offer such space to the next telecommunications carrier on the waiting list and remove NOW from the waiting list. Upon request, BellSouth will advise NOW as to its position on the list.
- 6.9 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) calendar days of the date that BellSouth becomes aware that there is insufficient space to accommodate Remote Site Collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list.
- 6.10 Application Response.
- 6.10.1 In Alabama, when space has been determined to be available, BellSouth will provide an Application Response within fifteen (15) calendar days of the receipt of a Bona Fide Application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and any other applicable space preparation fees, described in Section 8.
- 6.10.2 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide Application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable NOW to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the

- space preparation fees, as described in Section 8. When NOW submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) calendar day response period will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.
- 6.10.3 In Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee when space has been determined to be available, BellSouth will provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.10.4 In Louisiana, when space has been determined to be available, BellSouth will respond with an Application Response within thirty (30) calendar days for one (1) to ten (10) applications; thirty (35) calendar days for eleven (11) to twenty (20) applications; and for requests of more than twenty (20) applications, the Application Response interval will be increased by five (5) calendar days for every five (5) applications received within five (5) business days. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.11 Application Modifications.
- 6.11.1 If a modification or revision is made to any information in the Bona Fide application prior to a BFFO, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of NOW or necessitated by technical considerations, said application shall be considered a new application and shall be handled as a new application with respect to response and provisioning intervals and BellSouth will charge NOW a full application fee as set forth in Exhibit B. BellSouth will bill the non-recurring fee on the date that BellSouth provides an Application Response.
- 6.12 Bona Fide Firm Order.
- 6.12.1 NOW shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Firm Order to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to NOW's Bona Fide application or the application will expire.
- 6.12.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a BFFO. BellSouth will acknowledge the receipt of NOW's BFFO within seven (7) calendar days of receipt indicating that the BFFO has been received. A BellSouth response to a BFFO will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a BFFO.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals.

- 7.1.1 In Alabama, BellSouth will complete construction for Remote Site collocation arrangements when preconditioned space is available within thirty (30) calendar days from receipt of a BFFO (ordinary conditions) or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for Remote Site collocation arrangements as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. Preconditioned space is defined as when all infrastructure is in place and only a record change is required to show that the space has been assigned to NOW. Ordinary conditions are defined as space available with only minor changes to support systems required, such as, but not limited to HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include, but are not limited to, major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.2 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. For changes to Remote Collocation Space after initial space completion ("Augmentation"), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a BFFO or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and NOW cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the BFFO for an initial request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida Commission.
- 7.1.3 In Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a BFFO or as agreed to by the Parties. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.4 In Louisiana, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a BFFO for an initial request, and within 60 calendar days for an Augmentation, or as agreed to by the Parties. The Parties may mutually agree to

- renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.2 In the event BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect to make additional space available by, for example but not limited to, rearranging BellSouth facilities or constructing additional capacity. In such cases, the above intervals shall not apply and BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide NOW with the estimated completion date in its Response.
- 7.3 Joint Planning. Joint planning between BellSouth and NOW will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. BellSouth will provide the preliminary design of the Remote Collocation Space and the equipment configuration requirements as reflected in the Bona Fide application and affirmed in the BFFO. The Remote Collocation Space completion time period will be provided to NOW during joint planning.
- 7.4 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 7.5 Acceptance Walk-through. NOW will schedule and complete an acceptance walk-through of each Remote Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying NOW that the Remote Collocation Space is ready for occupancy ("Space Ready Date"). In the event that NOW fails to complete an acceptance walk-through within this fifteen (15) calendar day interval, the Remote Collocation Space shall be deemed accepted by NOW. BellSouth will correct any deviations to NOW's original or jointly amended requirements within seven (7) calendar days after the walk-through, unless the Parties jointly agree upon a different time frame.
- 7.6 Use of BellSouth Certified Supplier. NOW shall select a supplier which has been approved by BellSouth to perform all engineering and installation work NOW and NOW's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, NOW must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide NOW with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing NOW's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's Outside Plant engineers and NOW upon successful completion of installation. The BellSouth Certified Supplier shall bill NOW directly for all work performed for NOW pursuant to this Attachment, and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall

make available its supplier certification program to NOW or any supplier proposed by NOW and will not unreasonably withhold certification. All work performed by or for NOW shall conform to generally accepted industry guidelines and standards.

- 7.7 Alarm and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. NOW shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service NOW's Remote Collocation Space. Upon request, BellSouth will provide NOW with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by NOW. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.
- 7.8 Virtual Remote Site Collocation Relocation. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations, and physical Remote Collocation Space has subsequently become available, NOW may relocate its virtual Remote Site collocation arrangements to physical Remote Site collocation arrangements and pay the appropriate fees for physical Remote Site collocation and for the rearrangement or reconfiguration of services terminated in the virtual Remote Site collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical Remote Site collocation may become available at the location requested by NOW, such information will be provided to NOW in BellSouth's written denial of physical Remote Site collocation. To the extent that (i) physical Remote Collocation Space becomes available to NOW within one hundred eighty 180 calendar days of BellSouth's written denial of NOW's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) NOW was not informed in the written denial that physical Remote Collocation Space would become available within such one hundred eighty 180 calendar days, then NOW may relocate its virtual Remote Site collocation arrangement to a physical Remote Site collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Site collocation. NOW must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Remote Collocation Space to its physical Remote Collocation Space and will bear the cost of such relocation.
- 7.8.1 In Alabama, BellSouth will complete a relocation from virtual collocation to physical collocation within ninety (90) calendar days.
- 7.9 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to "in-place" physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth's ability to

secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days from receipt of the BFFO. BellSouth will bill NOW an Administrative Only Application Fee as set forth in Exhibit B for these changes on the date that BellSouth provides an Application Response.

- 7.9.1 In Alabama and Tennessee, BellSouth will complete Virtual to Physical Conversions (In Place) within thirty (30) calendar days from receipt of the BFFO.
- 7.10 Cancellation. If, at any time prior to space acceptance, NOW cancels its order for the Remote Collocation Space(s) ("Cancellation"), BellSouth will bill the applicable non-recurring rate for any and all work processes for which work has begun. In Georgia, if NOW cancels its order for Remote Collocation Space at any time prior to space acceptance, BellSouth will bill NOW for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the order not been cancelled.
- 7.11 Licenses. NOW, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Remote Collocation Space.
- 7.12 Environmental Hazard Guidelines. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.

8. Rates and Charges

- 8.1 Recurring Charges. If NOW has met the applicable fifteen (15) calendar day walk-through interval(s) specified in Section 4, billing for recurring charges will begin upon the Space Acceptance Date. In the event that NOW fails to complete an acceptance walk-through within the applicable fifteen (15) calendar day interval, billing for recurring charges will commence on the Space Ready Date or on the Space Acceptance Date, whichever is sooner.
- 8.2 Application Fee. BellSouth shall assess an Application Fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 2. Payment of said Application Fee will be due as dictated by NOW's current billing cycle and is non-refundable.
- 8.2.1 In Tennessee the applicable Application Fee is the Planning Fee for both Initial Applications and Subsequent Applications placed by NOW. BellSouth will bill the non-recurring fee on the date that BellSouth provides an Application Response.

- 8.3 Rack/Bay Space. The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power NOW's equipment. NOW shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where feasible.
- 8.4 Power. BellSouth shall make available -48 Volt (-48V) DC power for NOW's Remote Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at NOW's option within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for NOW's equipment exceeds the capacity available, then such power requirements shall be assessed on an individual case basis.
- 8.4.1 Adjacent Collocation Power. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power, where available. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by NOW's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. NOW's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit B. AC power voltage and phase ratings shall be determined on a per location basis. At NOW's option, NOW may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.5 Security Escort. A security escort will be required whenever NOW or its approved agent desires access to the Remote Site Location after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit B beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and NOW shall pay for such half-hour charges in the event NOW fails to show up.
- 8.6 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

9. Insurance

- 9.1 NOW shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.
- 9.2 NOW shall maintain the following specific coverage:

- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of NOW's real and personal property situated on or within BellSouth's Remote Site Location.
- 9.2.4 NOW may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days notice to NOW to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by NOW shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Remote Site Location and shall remain in effect for the term of this Attachment or until all of NOW's property has been removed from BellSouth's Remote Site Location, whichever period is longer. If NOW fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from NOW.
- 9.5 NOW shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Remote Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. NOW shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from NOW's insurance company. NOW shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375

- 9.6 NOW must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If NOW's net worth exceeds five hundred million dollars (\$500,000,000), NOW may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. NOW shall provide audited financial statements to BellSouth thirty (30) calendar days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to NOW in the event that self-insurance status is not granted to NOW. If BellSouth approves NOW for self-insurance, NOW shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of NOW's corporate officers. The ability to self-insure shall continue so long as NOW meets all of the requirements of this Section. If NOW subsequently no longer satisfies this Section, NOW is required to purchase insurance as indicated by Sections 9.2.1 and Section 9.2.2.
- 9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days' notice to NOW to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

10. Mechanics Liens

- 10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or NOW), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

11. Inspections

- 11.1 BellSouth may conduct an inspection of NOW's equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between NOW's equipment and equipment of BellSouth. BellSouth may conduct an inspection if NOW

adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide NOW with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

12. Security and Safety Requirements

- 12.1 Unless otherwise specified, NOW will be required, at its own expense, to conduct a statewide investigation of criminal history records for each NOW employee hired in the past five years being considered for work on the BellSouth Remote Site Location, for the states/counties where the NOW employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. NOW shall not be required to perform this investigation if an affiliated company of NOW has performed an investigation of the NOW employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if NOW has performed a pre-employment statewide investigation of criminal history records of the NOW employee for the states/counties where the NOW employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 NOW will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.3 NOW shall provide its employees and agents with picture identification, which must be worn, and visible at all times while in the Remote Collocation Space or other areas in or around the Remote Site Location. The photo Identification card shall bear, at a minimum, the employee's name and photo, and NOW's name. BellSouth reserves the right to remove from its Remote Site Location any employee of NOW not possessing identification issued by NOW or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. NOW shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Remote Site Location. NOW shall be solely responsible for ensuring that any Guest of NOW is in compliance with all subsections of this Section 12.
- 12.4 NOW shall not assign to the BellSouth Remote Site Location any personnel with records of felony criminal convictions. NOW shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse access to any NOW personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that NOW chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, NOW may, in the alternative, certify to

BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

- 12.4.1 NOW shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 NOW shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former supplier of BellSouth and whose access to a BellSouth Remote Site Location was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each NOW employee or agent hired by NOW within five years of being considered for work on the BellSouth Remote Site Location, who requires access to a BellSouth Remote Site Location pursuant to this Attachment, NOW shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, NOW will disclose the nature of the convictions to BellSouth at that time. In the alternative, NOW may certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.5.1 For all other NOW employees requiring access to a BellSouth Remote Site Location pursuant to this Attachment, NOW shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.
- 12.6 At BellSouth's request, NOW shall promptly remove from BellSouth's Remote Site Location any employee of NOW BellSouth does not wish to grant access to its Remote Site Location 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of NOW is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Security Violations. BellSouth reserves the right to interview NOW's employees, agents, or suppliers in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to NOW's Security contact of such interview. NOW and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving NOW's employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill NOW for all reasonable costs associated with

investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that NOW's employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill NOW for BellSouth property, which is stolen or damaged where an investigation determines the culpability of NOW's employees, agents, or suppliers and where NOW agrees, in good faith, with the results of such investigation. NOW shall notify BellSouth in writing immediately in the event that the NOW discovers one of its employees already working on the BellSouth Remote Site Location is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Remote Site Location, any employee found to have violated the security and safety requirements of this section. NOW shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth's Remote Site Location.

- 12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Remote Site Location. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

13. Destruction of Remote Collocation Space

- 13.1 In the event a Remote Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for NOW's permitted use hereunder, then either Party may elect within ten (10) calendar days after such damage, to terminate this Attachment with respect to the affected Remote Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof with respect to such Remote Collocation Space. If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for NOW's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to NOW, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government

regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. NOW may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If NOW's acceleration of the project increases the cost of the project, then those additional charges will be incurred by NOW. Where allowed and where practical, NOW may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, NOW shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for NOW's permitted use, until such Remote Collocation Space is fully repaired and restored and NOW's equipment installed therein (but in no event later than thirty (30) calendar days after the Remote Collocation Space is fully repaired and restored). Where NOW has placed a Remote Site Adjacent Arrangement pursuant to Section 3, NOW shall have the sole responsibility to repair or replace said Remote Site Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Remote Site Adjacent Arrangement.

14. Eminent Domain

- 14.1 If the whole of a Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Remote Collocation Space or Remote Site Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken under eminent domain, BellSouth and NOW shall each have the right to terminate this Attachment with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) calendar days after such taking.

15. Nonexclusivity

- 15.1 NOW understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and NOW agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and NOW shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. NOW should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for NOW to follow when working at a BellSouth Remote Site Location (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. NOW will require its suppliers, agents and others accessing the BellSouth Remote Site Location to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by NOW when operating in the BellSouth Remote Site Location.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the NOW space with proper notification. BellSouth reserves the right to stop any NOW work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Remote Site Location.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Remote Site Location by NOW are owned by NOW. NOW will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by NOW or different hazardous materials used by NOW at the BellSouth Remote Site Location. NOW must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Remote Site Location.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Remote Site Location, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by NOW to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and NOW will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and NOW will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, NOW must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and NOW shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, suppliers, or employees concerning its operations at the Remote Site Location.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Remote Site Location, NOW agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. NOW further agrees to cooperate with BellSouth to ensure that NOW's employees, agents, and/or suppliers are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by NOW, its employees, agents and/or suppliers.
- 2.1.1 The most current version of reference documentation must be requested from NOW's BellSouth Account Team Collocation Coordinator (ATCC) Representative.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<ul style="list-style-type: none"> Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact ATCC

		Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	<ul style="list-style-type: none"> • Fact Sheet Series 1700 • Building Emergency Operations Plan (EOP) (specific to and located on Remote Site Location)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Remote Site Location (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Performance of services in accordance with BST's environmental M&Ps</p> <p>Insurance</p>	<ul style="list-style-type: none"> • Std T&C 450 • Std T&C 450-B • (Contact ATCC Representative for copy of appropriate E/S M&Ps.) • Std T&C 660
Transportation of hazardous material	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact ATCC Representative)
<p>Maintenance/operations work which may produce a waste</p> <p>Other maintenance work</p>	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Protection of BST employees and equipment</p>	<ul style="list-style-type: none"> • Std T&C 450 • 29CFR 1910.147 (OSHA Standard) • 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	<p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and equipment</p>	<ul style="list-style-type: none"> • –Procurement Manager (CRES Related Matters)-BST Supply Chain Services • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3 • BSP 010-170-001BS (Hazcom)

Manhole cleaning	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet 14050 • BSP 620-145-011PR Issue A, August 1996 • Std T&C 660-3 • Approved Environmental Vendor List (Contact ATCC Representative)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	<ul style="list-style-type: none"> • GU-BTEN-001BT, Chapter 3 <p>For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740</p>

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

ATCC – Account Team Collocation Coordinator

BST – BellSouth Telecommunications

CRES – Corporate Real Estate and Services (formerly PS&M)

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

COLLOCATION - Alabama												Attachment: 4		Exhibit: B		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		1,879.48	1,879.48	0.51	0.51					
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		1,566.60	1,566.60	0.51	0.51					
		Physical Collocation - Cageless - Application Fee			CLO	PE1CH		1,205.26	1,205.26	0.51	0.51					
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		742.15								
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		600.71	600.71							
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	1.96									
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless			CLO	PE1SL	2.62									
		Physical Collocation - Space Preparation - Common Systems Modification per Cage			CLO	PE1SM	88.86									
		Physical Collocation - Cable Installation			CLO	PE1BD		859.71	859.71	22.49	22.49					
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	3.22									
		Physical Collocation - Cable Support Structure			CLO	PE1PM	17.11									
		Physical Collocation - Cageless - Cable Support Structure			CLO	PE1CJ	14.97									
		Physical Collocation - Power -48V DC Power, per Fused Amp			CLO	PE1PL	7.83									
		Physical Collocation - Power Reduction, Application Fee			CLO	PE1PR		399.51								
		Physical Collocation - 120V, Single Phase Standby Power Rate			CLO	PE1FB	4.91									
		Physical Collocation - 240V, Single Phase Standby Power Rate			CLO	PE1FD	9.84									
		Physical Collocation - 120V, Three Phase Standby Power Rate			CLO	PE1FE	14.74									
		Physical Collocation - 277V, Three Phase Standby Power Rate			CLO	PE1FG	34.06									
		Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ, UDL, UNCVX, UNLDX, UNCNX	PE1P2	0.03	12.30	11.80	6.03	5.44					
		Physical Collocation - 4-Wire Cross-Connects			CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL	PE1P4	0.05	12.39	11.87	6.39	5.73					
		Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL	PE1P1	1.11	22.03	15.93	6.40	5.79					
		Physical Collocation - DS3 Cross-Connects			CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL	PE1P3	14.16	20.89	15.20	7.38	5.92					
		Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.81	20.89	15.20	7.38	5.92					
		Physical Collocation - Cageless - 2 Fiber Cross Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1CK	2.84	20.89	15.20	7.38	5.92					

COLLOCATION - Alabama												Attachment: 4		Exhibit: B		
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - 4-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	4.99	25.55	19.86	9.71	8.25					
		Physical Collocation - Cageless - 4-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1CL	5.69	25.55	19.86	9.71	8.25					
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	156.33									
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	15.34									
		Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AX	45.70									
		Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	0.05	27.79	27.79							
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		7.79	7.79							
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.78	22.78							
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.10	13.10							
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.10	13.10							
		Physical Collocation - Space Availability Report per premises			CLO	PE1SR		1,075.17	1,075.17							
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.08									
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, USL, UNCVX, UNCDX	PE1PF	0.17									
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,WDS1L,W DS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PG	1.20									
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLX	PE1PH	10.67									
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B2	36.40									

COLLOCATION - Alabama											Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	49.09										
		Physical Collocation - Request Resend of CFA Information, per CLI			CLO	PE1C9		77.56									
		Nonrecurring Collocation Cable Records - per request			CLO	PE1CR		759.29	488.11	133.00	133.00						
		Nonrecurring Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		326.92	326.92	189.12	189.12						
		Nonrecurring Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.81	4.81	5.90	5.90						
		Nonrecurring Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		2.25	2.25	2.76	2.76						
		Nonrecurring Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3		7.88	7.88	9.66	9.66						
		Nonrecurring Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB		84.49	84.49	77.13	77.13						
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT		16.93	10.73								
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT		22.05	13.86								
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT		27.17	16.98								
		V to P Conversion, Per Customer Request-Voice Grade			CLO	PE1BV	33.00										
		V to P Conversion, Per Customer Request-DS0			CLO	PE1BO	33.00										
		V to P Conversion, Per Customer Request-DS1			CLO	PE1B1	52.00										
		V to P Conversion, Per Customer request-DS3			CLO	PE1B3	52.00										
		V to P Conversion, Per Customer Request per VG Circuit Reconfigured			CLO	PE1BR	23.00										
		V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured			CLO	PE1BP	23.00										
		V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured			CLO	PE1BS	33.00										
		V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured			CLO	PE1BE	37.00										
		V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof			CLO	PE1B7	592.00										
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.0011										
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO, UE3, USL	PE1DS	0.0016										
		Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application			CLO	PE1DT		584.22									
PHYSICAL COLLOCATION																	
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.03	12.30	11.80	6.03	5.44		15.66				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.03	12.30	11.80	6.03	5.44		15.66				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.03	12.30	11.80	6.03	5.44		15.66				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.03	12.30	11.80	6.03	5.44		15.66				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.03	12.30	11.80	6.03	5.44		15.66				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.03	12.30	11.80	6.03	5.44		15.66				
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.05	12.39	11.87	6.39	5.73		15.66				
ADJACENT COLLOCATION																	

COLLOCATION - Alabama												Attachment: 4		Exhibit: B					
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
						Rec				First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN

COLLOCATION - Florida													Attachment: 4		Exhibit: B		
CATEGORY		RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
									First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation - Application Fee - Initial				CLO	PE1BA		2,597.00		1.01						
		Physical Collocation - Application Fee - Subsequent				CLO	PE1CA		2,236.00		1.01						
		Physical Collocation Administrative Only - Application Fee		I		CLO	PE1BL		742.00								
		Physical Collocation - Space Preparation - Firm Order Processing				CLO	PE1SJ		288.93								
		Physical Collocation - Space Preparation - C.O. Modification per square ft.				CLO	PE1SK	2.38									
		Physical Collocation - Space Preparation - Common Systems Modification per Cage				CLO	PE1SM	92.55									
		Physical Collocation - Cable Installation per Cable				CLO	PE1BD		1,750.00		45.16						
		Physical Collocation - Floor Space per Sq. Ft.				CLO	PE1PJ	7.86									
		Physical Collocation - Cable Support Structure				CLO	PE1PM	18.96									
		Physical Collocation - Power, per Fused Amp				CLO	PE1PL	7.80									
		Physical Collocation - Power Reduction, Application Fee		I		CLO	PE1PR	399.43									
		Physical Collocation - 120V, Single Phase Standby Power Rate				CLO	PE1FB	5.38									
		Physical Collocation - 240V, Single Phase Standby Power Rate				CLO	PE1FD	10.77									
		Physical Collocation - 120V, Three Phase Standby Power Rate				CLO	PE1FE	16.15									
		Physical Collocation - 277V, Three Phase Standby Power Rate				CLO	PE1FG	37.30									
		Physical Collocation - 2-Wire Cross-Connects				UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ, UDL, UNCVX, UNLDX, UNCNX	PE1P2	0.0276	8.22	7.22	5.74	4.58					
		Physical Collocation - 4-Wire Cross-Connects				CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL	PE1P4	0.0552	8.42	7.36	5.90	4.66					
		Physical Collocation - DS1 Cross-Connects				CLO,UEANL,UEQ,W DS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL	PE1P1	1.32	27.77	15.52	5.93	4.77					
		Physical Collocation - DS3 Cross-Connects				CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL	PE1P3	16.81	25.48	14.05	7.77	5.01					
		Physical Collocation - 2-Fiber Cross-Connect				CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	3.34	41.94	30.52	13.91	11.16					
		Physical Collocation - 4-Fiber Cross-Connect				CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	5.92	51.30	39.87	18.29	15.54					
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.				CLO	PE1BW	189.45									
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.				CLO	PE1CW	18.58									
		Physical Collocation - Security System Per Central Office Per Assignable Sq. Ft.				CLO	PE1AY	0.0105									

COLLOCATION - Florida										Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	0.0577	55.80									
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15.65									
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.75									
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.30									
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.30									
	Physical Collocation - Space Availability Report per premises			CLO	PE1SR		2,159.00									
	POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.00										
	POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, USL, UNCVX, UNCDX	PE1PF	0.00										
	POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,WDS1L,W DS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PG	0.00										
	POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX	PE1PH	0.00										
	POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B2	0.00										
	POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	0.00										
	Physical Collocation - Request Resend of CFA Information, per CLI	I		CLO	PE1C9		77.54									
	Nonrecurring Collocation Cable Records - per request			CLO	PE1CR		1,525.00	980.22	267.08							
	Nonrecurring Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		656.50	656.50	379.78							
	Nonrecurring Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		9.66	9.66	11.84	11.84						
	Nonrecurring Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		4.52	4.52	5.54	5.54						
	Nonrecurring Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3		15.82	15.82	19.40	19.40						

COLLOCATION - Florida												Attachment: 4		Exhibit: B		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Nonrecurring Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB	169.67	169.67	154.89	154.89						
		Physical Collocation - Security Escort - Basic, Per Quarter Hour			CLO	PE1BQ	10.89									
		Physical Collocation - Security Escort - Overtime, Per Quarter Hour			CLO	PE1OQ	13.64									
		Physical Collocation - Security Escort - Premium, Per Quarter Hour			CLO	PE1PQ	16.40									
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT	33.99	21.54								
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT	44.27	27.82								
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT	54.55	34.10								
		V to P Conversion, Per Customer Request-Voice Grade	I		CLO	PE1BV	33.00									
		V to P Conversion, Per Customer Request-DS0	I		CLO	PE1BO	33.00									
		V to P Conversion, Per Customer Request-DS1	I		CLO	PE1B1	52.00									
		V to P Conversion, Per Customer request-DS3	I		CLO	PE1B3	52.00									
		V to P Conversion, Per Customer Request per VG Circuit Reconfigured	I		CLO	PE1BR	23.00									
		V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured	I		CLO	PE1BP	23.00									
		V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured	I		CLO	PE1BS	33.00									
		V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured	I		CLO	PE1BE	37.00									
		V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof	I		CLO	PE1B7	592.00									
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.001									
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO, UE3, USL	PE1DS	0.0014									
		Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application			CLO	PE1DT	584.11									
PHYSICAL COLLOCATION																
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.0276	8.22	7.22			11.90				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.0276	8.22	7.22			11.90				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.0276	8.22	7.22			11.90				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.0276	8.22	7.22			11.90				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.0276	8.22	7.22			11.90				
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.0276	8.22	7.22			11.90				
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.0552	8.42	7.36			11.90				
ADJACENT COLLOCATION																
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.1635									
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.11									
		Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.0213	24.69	23.69	11.77	10.62					
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL,CLOAC	PE1P4	0.0426	24.88	23.83	12.04	10.80					
		Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.22	44.24	31.98	12.07	10.91					
		Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	16.56	41.94	30.52	13.91	11.15					
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.81	41.94	30.52	13.91	11.16					
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	5.36	51.30	39.87	18.29	15.54					
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,785.00		1.01						

COLLOCATION - Florida												Attachment: 4		Exhibit: B					
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

COLLOCATION - Georgia												Attachment: 4		Exhibit: B		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		3,850.00								
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		3,130.00	3,130.00							
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		740.83								
		Physical Collocation - Space Preparation Fee Per Square Ft.			CLO	PE1SS		100.00	100.00							
		Physical Collocation - Space Preparation - Firm Order Processing	I		CLO	PE1SJ		1,187.00								
		Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	2.02									
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL	2.80									
		Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	95.23									
		Physical Collocation - Cable Installation			CLO	PE1BD		2,750.00	2,750.00							
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	7.50									
		Physical Collocation - Floor Space - Zone B per Sq. Ft.			CLO	PE1PK	6.75									
		Physical Collocation - Cable Support Structure			CLO	PE1PM	13.35									
		Physical Collocation - Power -48V DC Power, per Fused Amp	I		CLO	PE1PL	8.06									
		Physical Collocation - Power Reduction, Application Fee	I		CLO	PE1PR		398.80								
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.52									
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	11.05									
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	16.58									
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	38.27									
		Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,UDL, UNCVX, UNLDX, UNCNX	PE1P2	0.30	12.60	12.60							
		Physical Collocation - 4-Wire Cross-Connects			CLO,UAL,UDL, UDN,UEA,UHL, UNCVX,UNCDX, UCL	PE1P4	0.50	12.60	12.60							
		Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,W DS1L,WDS1S,USL, U1TD1,UXTD1, UNC1X,ULDD1, USLEL,UNLD1, UDL	PE1P1	8.00	155.00	27.00							
		Physical Collocation - DS3 Cross-Connects			CLO,UE3,U1TD3, UXTD3,UXTS1, UNC3X,UNCSX, ULDD3, U1TS1,ULDS1, UNLD3,UDL	PE1P3	72.00	155.00	27.00							
		Physical Collocation - 2-Fiber Cross-Connect			CLO,ULDO3, ULD12,ULD48, U1TO3,U1T12, U1T48,UDLO3, UDL12,UDF	PE1F2	2.86	52.14	38.72							
		Physical Collocation - 4-Fiber Cross-Connect			CLO,ULDO3, ULD12,ULD48, U1TO3,U1T12, U1T48,UDLO3, UDL12,UDF	PE1F4	5.08	64.74	51.31							

COLLOCATION - Georgia												Attachment: 4		Exhibit: B		
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.	I		CLO	PE1BW	161.27									
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.	I		CLO	PE1CW	15.82									
		Physical Collocation - Security System Per Central Office Per Assignable Sq. Ft.			CLO	PE1AY	0.0172									
		Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	0.0607	46.20	46.20							
		Physical Collocation - Security Access System - New Access Card Deactivation, per Card			CLO	PE1A4		8.72	8.72							
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15.40	15.40							
		Physical Collocation - Security Access System- Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.02	45.02							
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.16	26.16							
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.16	26.16							
		Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR		2,148.00	2,148.00							
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.40									
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, USL, UNCVX, UNCDX	PE1PF	1.20									
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,WDS1L,W DS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PG	1.20									
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX	PE1PH	8.00									
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B2	38.79									
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	52.31									
		Physical Collocation - Request Resend of CFA Information, per CLI			CLO	PE1C9		77.42								
		Nonrecurring Collocation Cable Records - per request			CLO	PE1CR		1,706.00								

COLLOCATION - Georgia											Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Nonrecurring Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		922.38									
		Nonrecurring Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		18.00	18.00								
		Nonrecurring Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		8.43	8.43								
		Nonrecurring Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3		29.49	29.49								
		Nonrecurring Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB		278.61	278.61								
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT		41.00	25.00								
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT		48.00	30.00								
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT		55.00	35.00								
		V to P Conversion, Per Customer Request-Voice Grade			CLO	PE1BV	33.00										
		V to P Conversion, Per Customer Request-DS0			CLO	PE1BO	33.00										
		V to P Conversion, Per Customer Request-DS1			CLO	PE1B1	52.00										
		V to P Conversion, Per Customer request-DS3			CLO	PE1B3	52.00										
		V to P Conversion, Per Customer Request per VG Circuit Reconfigured			CLO	PE1BR	23.00										
		V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured			CLO	PE1BP	23.00										
		V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured			CLO	PE1BS	33.00										
		V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured			CLO	PE1BE	37.00										
		V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof			CLO	PE1B7	592.00										
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.001										
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO, UE3, USL	PE1DS	0.0015										
		Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application			CLO	PE1DT	583.18										
PHYSICAL COLLOCATION																	
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.30	12.60	12.60				18.94	8.42			
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.30	12.60	12.60				18.94	8.42			
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.30	12.60	12.60				18.94	8.42			
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.30	12.60	12.60				18.94	8.42			
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.30	12.60	12.60				18.94	8.42			
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.30	12.60	12.60				18.94	8.42			
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.50	12.60	12.60				18.94	8.42			
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.2542										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.44										
		Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.598	24.95	23.97	11.80	10.67						
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL,CLOAC	PE1P4	0.1196	25.14	24.11	12.15	10.93						
		Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.04	44.19	32.13	11.93	10.81						
		Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	14.12	41.93	30.69	13.71	11.04						
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.39	41.93	30.69	13.71	11.05						
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	4.57	51.14	39.90	17.96	15.29						
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,555.00									

COLLOCATION - Georgia											Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.39										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.79										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.18										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	38.27										
	Adjacent Collocation - 240V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JD	37.37										
PHYSICAL COLLOCATION IN THE REMOTE SITE																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		608.18	608.17	323.63	323.63						
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	224.82										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		25.88	25.88								
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		229.02	229.02								
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		74.22	74.22								
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO			CLORS	PE1RR		232.88									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																
Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																

COLLOCATION - Kentucky										Attachment: 4		Exhibit: B						
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
									Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
										First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																		
		Physical Collocation - Application Fee - Initial						CLO	PE1BA		3,773.54	3,773.54	1.01	1.01				
		Physical Collocation - Application Fee - Subsequent						CLO	PE1CA		3,145.35	3,145.35	1.01	1.01				
		Physical Collocation Administrative Only - Application Fee						CLO	PE1BL		742.12							
		Physical Collocation - Space Preparation - Firm Order Processing						CLO	PE1SJ		1,206.07	1,206.07						
		Physical Collocation - Space Preparation - C.O. Modification per square ft.						CLO	PE1SK	2.32								
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless						CLO	PE1SL	3.26								
		Physical Collocation - Space Preparation - Common Systems Modification per Cage						CLO	PE1SM	110.57								
		Physical Collocation - Cable Installation						CLO	PE1BD		1,729.11		45.16					
		Physical Collocation - Floor Space per Sq. Ft.						CLO	PE1PJ	7.99								
		Physical Collocation - Cable Support Structure						CLO	PE1PM	19.86								
		Physical Collocation - Power -48V DC Power, per Fused Amp						CLO	PE1PL	8.06								
		Physical Collocation - Power Reduction, Application Fee				I		CLO	PE1PR		399.50							
		Physical Collocation - 120V, Single Phase Standby Power Rate						CLO	PE1FB	5.44								
		Physical Collocation - 240V, Single Phase Standby Power Rate						CLO	PE1FD	10.88								
		Physical Collocation - 120V, Three Phase Standby Power Rate						CLO	PE1FE	16.32								
		Physical Collocation - 277V, Three Phase Standby Power Rate						CLO	PE1FG	37.68								
		Physical Collocation - 2-Wire Cross-Connects						UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ, UDL, UNCVX, UNLDX, UNCNX	PE1P2	0.0333	24.68	23.68	12.14	10.95				
		Physical Collocation - 4-Wire Cross-Connects						CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL	PE1P4	0.0665	24.88	23.82	12.77	11.46				
		Physical Collocation - DS1 Cross-Connects						CLO,UEANL,UEQ,W DS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL	PE1P1	1.48	44.23	31.98	12.81	11.57				
		Physical Collocation - DS3 Cross-Connects						CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL	PE1P3	18.89	41.93	30.51	14.75	11.83				
		Physical Collocation - 2-Fiber Cross-Connect						CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	3.75	41.93	30.51	14.76	11.84				
		Physical Collocation - 4-Fiber Cross-Connect						CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	6.65	51.29	39.87	19.41	16.49				
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.						CLO	PE1BW	184.97								
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.						CLO	PE1CW	18.14								

COLLOCATION - Kentucky										Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AX	76.10										
	Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	0.058	55.79	55.79								
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15.64	15.64								
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.74	45.74								
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.29	26.29								
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.29	26.29								
	Physical Collocation - Space Availability Report per premises			CLO	PE1SR		2,158.67	2,158.67								
	POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.113										
	POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, USL, UNCVX, UNCDX	PE1PF	0.23										
	POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,WDS1L,W DS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PG	1.60										
	POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX	PE1PH	14.23										
	POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B2	48.57										
	POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	65.50										
	Physical Collocation - Request Resend of CFA Information, per CLI			CLO	PE1C9		77.55									
	Nonrecurring Collocation Cable Records - per request			CLO	PE1CR		1,524.45	980.01	267.02							
	Nonrecurring Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		656.37	656.37	379.70							
	Nonrecurring Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		9.65	9.65	11.84	11.84						

COLLOCATION - Kentucky											Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
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COLLOCATION - Kentucky											Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
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COLLOCATION - Louisiana													Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		1,837.24								
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		1,533.41								
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		741.97								
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		583.33								
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.31									
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless			CLO	PE1SL	2.70									
		Physical Collocation - Space Preparation - Common Systems Modification per Cage			CLO	PE1SM	91.60									
		Physical Collocation - Cable Installation			CLO	PE1BD		841.54	841.54							
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	5.30									
		Physical Collocation - Cable Support Structure			CLO	PE1PM	18.31									
		Physical Collocation - Power -48V DC Power, per Fused Amp	I		CLO	PE1PL	8.32									
		Physical Collocation - Power Reduction, Application Fee	I		CLO	PE1PR	398.88									
		Physical Collocation - 120V, Single Phase Standby Power Rate			CLO	PE1FB	5.45									
		Physical Collocation - 240V, Single Phase Standby Power Rate			CLO	PE1FD	10.92									
		Physical Collocation - 120V, Three Phase Standby Power Rate			CLO	PE1FE	16.37									
		Physical Collocation - 277V, Three Phase Standby Power Rate			CLO	PE1FG	37.80									
		Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ, UDL, UNCVX, UNLDX, UNCNX	PE1P2	0.0318	11.94	11.46							
		Physical Collocation - 4-Wire Cross-Connects			CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL	PE1P4	0.0636	12.04	11.53							
		Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,W DS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL	PE1P1	1.04	21.39	15.47							
		Physical Collocation - DS3 Cross-Connects			CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL	PE1P3	13.21	20.28	14.76							
		Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.62	20.28	14.76							
		Physical Collocation - 4-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	4.65	24.81	19.29							
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	184.50									
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	18.10									

COLLOCATION - Louisiana												Attachment: 4		Exhibit: B		
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Security System Per Central Office Per Assignable Sq. Ft.			CLO	PE1AY	0.0224									
		Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	0.0579	27.50								
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		7.74	7.74							
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.64	22.64							
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.01	13.01							
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.01	13.01							
		Physical Collocation - Space Availability Report per premises			CLO	PE1SR		1,044.07	1,044.07							
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.079									
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, USL, UNCVX, UNCDX	PE1PF	0.158									
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,WDS1L,W DS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PG	1.12									
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX	PE1PH	9.95									
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B2	33.96									
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	45.80									
		Physical Collocation - Request Resend of CFA Information, per CLI			CLO	PE1C9		77.43								
		Recurring Collocation Cable Records - per request			CLO	PE1CU	10.97									
		Recurring Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CE	5.29									
		Recurring Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CT	0.08									

COLLOCATION - Louisiana

CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Recurring Collocation Cable Records - DS1, per T1TIE			CLO	PE1C2	0.04									
		Recurring Collocation Cable Records - DS3, per T3TIE			CLO	PE1C4	0.13									
		Recurring Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CG	1.37									
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT		16.44	10.42							
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT		21.41	13.45							
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT		26.38	16.49							
		V to P Conversion, Per Customer Request-Voice Grade			CLO	PE1BV	33.00									
		V to P Conversion, Per Customer Request-DS0			CLO	PE1BO	33.00									
		V to P Conversion, Per Customer Request-DS1			CLO	PE1B1	52.00									
		V to P Conversion, Per Customer request-DS3			CLO	PE1B3	52.00									
		V to P Conversion, Per Customer Request per VG Circuit Reconfigured			CLO	PE1BR	23.00									
		V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured			CLO	PE1BP	23.00									
		V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured			CLO	PE1BS	33.00									
		V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured			CLO	PE1BE	37.00									
		V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof			CLO	PE1B7	592.00									
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.001									
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO, UE3, USL	PE1DS	0.0015									
		Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application			CLO	PE1DT		583.30								
PHYSICAL COLLOCATION																
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.0318	11.94	11.46				15.20			
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.0318	11.94	11.46				15.20			
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.0318	11.94	11.46				15.20			
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.0318	11.94	11.46				15.20			
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.0318	11.94	11.46				15.20			
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.0318	11.94	11.46				15.20			
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.0636	12.04	11.53				15.20			
ADJACENT COLLOCATION																
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0552									
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.61									
		Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.0245	11.94	11.46							
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL, CLOAC	PE1P4	0.0491	12.04	11.53							
		Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	0.9605	21.39	15.47							
		Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	13.01	20.28	14.76							
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.20	20.28	14.76							
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	4.21	24.81	19.29							
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,543.20								
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.45									
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.92									

COLLOCATION - Louisiana												Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
									First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp																
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp																
PHYSICAL COLLOCATION IN THE REMOTE SITE																		
		Physical Collocation in the Remote Site - Application Fee																
		Cabinet Space in the Remote Site per Bay/ Rack																
		Physical Collocation in the Remote Site - Security Access - Key																
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested																
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested																
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO																
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																		
		Remote Site-Adjacent Collocation - AC Power, per breaker amp																
		Remote Site-Adjacent Collocation - Real Estate, per square foot																
		Remote Site-Adjacent Collocation-Application Fee																
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																		
Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																		

COLLOCATION - Mississippi													Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		1,890.38		0.51						
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		1,575.69		0.51						
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		740.76								
		Physical Collocation - Space Preparation - Firm Order Processing	I		CLO	PE1SJ		604.19								
		Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	2.30									
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL	2.52									
		Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	85.67									
		Physical Collocation - Cable Installation			CLO	PE1BD		926.27	926.27	22.62						
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	5.74									
		Physical Collocation - Cable Support Structure			CLO	PE1PM	17.42									
		Physical Collocation - Power -48V DC Power, per Fused Amp	I		CLO	PE1PL	7.33									
		Physical Collocation - Power Reduction, Application Fee	I		CLO	PE1PR	398.76									
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.29									
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	10.58									
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	15.87									
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	36.65									
		Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ, UDL, UNCVX, UNLDX, UNCNX	PE1P2	0.0288	12.37	11.87	6.04	5.45					
		Physical Collocation - 4-Wire Cross-Connects			CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL	PE1P4	0.0576	12.47	11.94	6.59	5.91					
		Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,W DS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL	PE1P1	1.14	22.16	16.02	6.60	5.97					
		Physical Collocation - DS3 Cross-Connects			CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL	PE1P3	14.49	21.01	15.29	7.61	6.10					
		Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.87	21.01	15.29	7.61	6.10					
		Physical Collocation - 4-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	5.10	25.70	19.97	10.01	8.50					
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	183.20									
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	17.97									

COLLOCATION - Mississippi										Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Security Access System - Security System per Central Office	I		CLO	PE1AX	75.23										
	Physical Collocation - Security Access System - New Access Card Activation, per Card	I		CLO	PE1A1	0.0576	27.95	27.95								
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card	I		CLO	PE1AA		7.84	7.84								
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.91	22.91								
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.17	13.17								
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.17	13.17								
	Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR		1,081.40	1,081.40								
	POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.0867										
	POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, USL, UNCVX, UNCDX	PE1PF	0.1734										
	POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,WDS1L,W DS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PG	1.22										
	POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX	PE1PH	10.91										
	POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B2	37.26										
	POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	50.24										
	Physical Collocation - Request Resend of CFA Information, per CLI			CLO	PE1C9		77.41									
	Nonrecurring Collocation Cable Records - per request			CLO	PE1CR		763.69	490.94	133.77							
	Nonrecurring Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		328.81		190.22							
	Nonrecurring Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.84	4.84	5.93	5.93						

COLLOCATION - Mississippi											Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Nonrecurring Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		2.27	2.27	2.78	2.78						
		Nonrecurring Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3		7.92	7.92	9.72	9.72						
		Nonrecurring Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB		84.98	84.98	77.58	77.58						
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT		17.02	10.79								
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT		22.17	13.94								
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT		27.32	17.08								
		V to P Conversion, Per Customer Request-Voice Grade			CLO	PE1BV	33.00										
		V to P Conversion, Per Customer Request-DS0			CLO	PE1BO	33.00										
		V to P Conversion, Per Customer Request-DS1			CLO	PE1B1	52.00										
		V to P Conversion, Per Customer request-DS3			CLO	PE1B3	52.00										
		V to P Conversion, Per Customer Request per VG Circuit Reconfigured			CLO	PE1BR	23.00										
		V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured			CLO	PE1BP	23.00										
		V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured			CLO	PE1BS	33.00										
		V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured			CLO	PE1BE	37.00										
		V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof			CLO	PE1B7	592.00										
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.001										
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO, UE3, USL	PE1DS	0.0015										
		Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application			CLO	PE1DT		583.13									
PHYSICAL COLLOCATION																	
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.0288	12.37	11.87	6.04	5.45	15.75					
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.0288	12.37	11.87	6.04	5.45	15.75					
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.0288	12.37	11.87	6.04	5.45	15.75					
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.0288	12.37	11.87	6.04	5.45	15.75					
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.0288	12.37	11.87	6.04	5.45	15.75					
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.0288	12.37	11.87	6.04	5.45	15.75					
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.0576	12.47	11.94	6.59	5.91	15.75					
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0678										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	4.68										
		Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.0223	12.37	11.87	6.04	5.45						
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL, CLOAC	PE1P4	0.0446	12.47	11.94	6.59	5.91						
		Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.05	22.16	16.02	6.60	5.97						
		Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	14.27	21.01	15.29	7.61	6.10						
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.42	21.01	15.29	7.61	6.10						
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	4.62	25.70	19.97	10.01	8.50						
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,585.83		0.51							
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.29										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.58										

COLLOCATION - Mississippi											Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	15.87									
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	36.65									
PHYSICAL COLLOCATION IN THE REMOTE SITE																
		Physical Collocation in the Remote Site - Application Fee			CLOARS	PE1RA		309.48		168.63						
		Cabinet Space in the Remote Site per Bay/ Rack			CLOARS	PE1RB	210.05									
		Physical Collocation in the Remote Site - Security Access - Key			CLOARS	PE1RD		13.17	13.17							
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLOARS	PE1SR		116.54	116.54							
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLOARS	PE1RE		37.77	37.77							
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLOARS	PE1RR		233.14								
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLOARS	PE1RS	6.27									
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLOARS	PE1RT	0.134									
		Remote Site-Adjacent Collocation-Application Fee			CLOARS	PE1RU		755.62	755.62							
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																
Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																

COLLOCATION - North Carolina										Attachment: 4		Exhibit: B					
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation - Application Fee - Initial	I		CLO	PE1BA		3,850.00	3,850.00								
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		3,119.00	3,119.00								
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		741.44									
		Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	1.57										
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL	3.26										
		Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	110.79										
		Space Preparation Fees - Power Per Nominal -48V Dc Amp	I		CLO	PE1FH	5.76										
		Physical Collocation - Cable Installation	I		CLO	PE1BD		2,305.00	2,305.00								
		Physical Collocation - Floor Space per Sq. Ft.	I		CLO	PE1PJ	3.45										
		Physical Collocation - Cable Support Structure	I		CLO	PE1PM	21.33										
		Physical Collocation - Power -48V DC Power, per Fused Amp	I		CLO	PE1PL	8.50										
		Physical Collocation - Power Reduction, Application Fee	I		CLO	PE1PR		399.13									
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.50										
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	11.01										
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	16.51										
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	38.12										
		Physical Collocation - 2-Wire Cross-Connects	I		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ, UDL, UNCVX, UNLDX, UNCNX	PE1P2	0.32	41.78	39.23								
		Physical Collocation - 4-Wire Cross-Connects	I		CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL	PE1P4	0.64	41.91	39.25								
		Physical Collocation - DS1 Cross-Connects	I		CLO,UEANL,UEQ,W DS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL	PE1P1	2.34	71.02	51.08								
		Physical Collocation - DS3 Cross-Connects	I		CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL	PE1P3	42.84	69.84	49.43								
		Physical Collocation - 2-Fiber Cross-Connect	I		CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.94	51.97	38.59								
		Physical Collocation - 4-Fiber Cross-Connect	I		CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	5.62	64.53	51.15								
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.	I		CLO	PE1BW	102.76										
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.	I		CLO	PE1CW	10.44										

COLLOCATION - North Carolina											Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Security Access System - Security System per Central Office	I		CLO	PE1AX	41.03									
		Physical Collocation - Security Access System - New Access Card Activation, per Card	I		CLO	PE1A1	0.062	55.30	55.30							
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card	I		CLO	PE1AA		15.51	15.51							
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.34	45.34							
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.18	26.18							
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.18	26.18							
		Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR		2,140.00	2,140.00							
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.10									
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, USL, UNCVX, UNCDX	PE1PF	0.19									
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,WDS1L,W DS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PG	0.79									
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX	PE1PH	4.85									
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B2	45.30									
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	61.09									
		Physical Collocation - Request Resend of CFA Information, per CLI			CLO	PE1C9		77.48								
		Nonrecurring Collocation Cable Records - per request			CLO	PE1CR		1,707.00								
		Nonrecurring Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		923.08								
		Nonrecurring Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		18.02	18.02							

COLLOCATION - North Carolina											Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Nonrecurring Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		8.43	8.43							
		Nonrecurring Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3		29.51	29.51							
		Nonrecurring Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB		278.82	278.82							
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT		42.92	25.56							
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT		54.51	32.44							
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT		66.10	39.32							
		V to P Conversion, Per Customer Request-Voice Grade			CLO	PE1BV	33.00									
		V to P Conversion, Per Customer Request-DS0			CLO	PE1BO	33.00									
		V to P Conversion, Per Customer Request-DS1			CLO	PE1B1	52.00									
		V to P Conversion, Per Customer request-DS3			CLO	PE1B3	52.00									
		V to P Conversion, Per Customer Request per VG Circuit Reconfigured			CLO	PE1BR	23.00									
		V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured			CLO	PE1BP	23.00									
		V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured			CLO	PE1BS	33.00									
		V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured			CLO	PE1BE	37.00									
		V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof			CLO	PE1B7	592.00									
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.0018									
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO, UE3, USL	PE1DS	0.0027									
		Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application			CLO	PE1DT		583.66								
PHYSICAL COLLOCATION																
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.32	41.78	39.23					26.94	12.76	
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.32	41.78	39.23					26.94	12.76	
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.32	41.78	39.23					26.94	12.76	
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.32	41.78	39.23					26.94	12.76	
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.32	41.78	39.23					26.94	12.76	
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.32	41.78	39.23					26.94	12.76	
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.64	41.91	39.25					26.94	12.76	
ADJACENT COLLOCATION																
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.179									
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.96									
		Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.32	41.78	39.23							
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL, CLOAC	PE1P4	0.64	41.91	39.25							
		Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	2.34	71.02	51.08							
		Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	42.84	69.84	49.43							
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.94	51.97	38.59							
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	5.62	64.53	51.15							
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		3,153.00								
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.50									
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	11.01									

COLLOCATION - North Carolina											Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.51									
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	38.12									
PHYSICAL COLLOCATION IN THE REMOTE SITE																
		Physical Collocation in the Remote Site - Application Fee			CLOARS	PE1RA		865.34	865.34							
		Cabinet Space in the Remote Site per Bay/ Rack			CLOARS	PE1RB	254.02									
		Physical Collocation in the Remote Site - Security Access - Key			CLOARS	PE1RD		26.06	26.06							
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLOARS	PE1SR		230.60	230.60							
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLOARS	PE1RE		74.74	74.74							
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLOARS	PE1RR		232.94								
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLOARS	PE1RS	6.27									
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLOARS	PE1RT	0.134									
		Remote Site-Adjacent Collocation-Application Fee			CLOARS	PE1RU		755.62	755.62							
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																
Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																

COLLOCATION - South Carolina													Attachment: 4		Exhibit: B	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		1,883.67	1,883.67	0.51	0.51					
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		1,570.10	1,570.10	0.51	0.51					
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		743.66								
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		602.05	602.05							
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.75									
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless			CLO	PE1SL	3.24									
		Physical Collocation - Space Preparation - Common Systems Modification per Cage			CLO	PE1SM	110.16									
		Physical Collocation - Cable Installation			CLO	PE1BD		794.22	794.22	22.54	22.54					
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	3.95									
		Physical Collocation - Cable Support Structure			CLO	PE1PM	21.33									
		Physical Collocation - Power -48V DC Power, per Fused Amp			CLO	PE1PL	9.19									
		Physical Collocation - Power Reduction, Application Fee	I		CLO	PE1PR		400.33								
		Physical Collocation - 120V, Single Phase Standby Power Rate			CLO	PE1FB	5.67									
		Physical Collocation - 240V, Single Phase Standby Power Rate			CLO	PE1FD	11.36									
		Physical Collocation - 120V, Three Phase Standby Power Rate			CLO	PE1FE	17.03									
		Physical Collocation - 277V, Three Phase Standby Power Rate			CLO	PE1FG	39.33									
		Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,U EQ, UDL, UNCVX, UNLDX, UNCNX	PE1P2	0.0341	12.32	11.83	6.04	5.45					
		Physical Collocation - 4-Wire Cross-Connects			CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL	PE1P4	0.0682	12.42	11.90	6.40	5.74					
		Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,W DS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL	PE1P1	1.12	22.08	15.96	6.42	5.80					
		Physical Collocation - DS3 Cross-Connects			CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL	PE1P3	14.21	20.94	15.23	7.39	5.93					
		Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.82	20.94	15.23	7.40	5.93					
		Physical Collocation - 4-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	5.01	25.61	19.90	9.73	8.26					
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	219.19									
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	21.50									

COLLOCATION - South Carolina											Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AX	74.72										
		Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	0.0601	27.85	27.85								
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		7.81	7.81								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.83	22.83								
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.13	13.13								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.13	13.13								
		Physical Collocation - Space Availability Report per premises			CLO	PE1SR		1,077.57	1,077.57								
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.085										
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, USL, UNCVX, UNCDX	PE1PF	0.1701										
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,WDS1L,W DS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PG	1.20										
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX	PE1PH	10.71										
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B2	36.55										
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	49.29										
		Physical Collocation - Request Resend of CFA Information, per CLI			CLO	PE1C9		77.71									
		Nonrecurring Collocation Cable Records - per request			CLO	PE1CR		760.98	489.20	133.29	133.29						
		Nonrecurring Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		327.65	327.65	189.54	189.54						
		Nonrecurring Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.82	4.82	5.91	5.91						

COLLOCATION - South Carolina												Attachment: 4		Exhibit: B					
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
															</				

COLLOCATION - South Carolina											Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	17.03									
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	39.33									
PHYSICAL COLLOCATION IN THE REMOTE SITE																
		Physical Collocation in the Remote Site - Application Fee			CLOARS	PE1RA		308.38	308.38	168.60	168.60					
		Cabinet Space in the Remote Site per Bay/ Rack			CLOARS	PE1RB	246.44									
		Physical Collocation in the Remote Site - Security Access - Key			CLOARS	PE1RD		13.13	13.13							
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLOARS	PE1SR		116.13	116.13							
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLOARS	PE1RE		37.64	37.64							
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLOARS	PE1RR		234.50								
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLOARS	PE1RS	6.27									
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLOARS	PE1RT	0.134									
		Remote Site-Adjacent Collocation-Application Fee			CLOARS	PE1RU		755.62	755.62							
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																
Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																

COLLOCATION - Tennessee										Attachment: 4		Exhibit: B										
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l						
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates(\$)					SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																						
		Physical Collocation - Cageless - Application Fee			CLO	PE1CH		2,633.00	2,633.00													
		Physical Collocation Administrative Only - Application Fee	I		CLO	PE1BL		743.25														
		Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	2.74															
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL	2.95															
		Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	100.14															
		Physical Collocation - Cageless - Cable Installation Cost, per cable						1,749.00	1,749.00													
		Physical Collocation - Cageless - Floor Space, per sq. ft.					3.91															
		Physical Collocation - Floor Space per Sq. Ft.	I		CLO	PE1PJ	6.75															
		Physical Collocation - Cageless - Cable Support Structure			CLO	PE1CJ	17.87															
		Physical Collocation - Cable Support Structure	I		CLO	PE1PM	19.80															
		Physical Collocation - Cageless - Floor Space Power, per Fused Amp					6.79															
		Physical Collocation - Power -48V DC Power, per Fused Amp	I		CLO	PE1PL	8.87															
		Physical Collocation - Power Reduction, Application Fee	I		CLO	PE1PR		400.10														
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.60															
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	11.22															
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	16.82															
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	38.84															
		Physical Collocation - 2-Wire Cross-Connects	I		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ, UDL, UNCVX, UNLDX, UNCNX	PE1P2	0.033	33.82	31.92													
		Physical Collocation - Cageless - 2-Wire Cross-Connects					0.57	11.62	9.90	10.38	8.66											
		Physical Collocation - 4-Wire Cross-Connects	I		CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL	PE1P4	0.066	33.94	31.95													
		Physical Collocation - Cageless - 4-Wire Cross Connects					0.57	11.81	10.04	10.44	8.67											
		Physical Collocation - DS1 Cross-Connects	I		CLO,UEANL,UEQ,W DS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL	PE1P1	1.51	53.27	40.16													
		Physical Collocation - Cageless - DS1 Cross Connects					1.32	32.22	17.76	10.46	8.75											
		Physical Collocation - DS3 Cross-Connects	I		CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL	PE1P3	19.26	52.37	38.89													
		Physical Collocation - Cageless - DS3 Cross Connects					12.32	29.97	16.30	12.03	8.99											
		Physical Collocation - 2-Fiber Cross-Connect	I		CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	15.64	41.56	29.82	12.96	10.34				2.69	2.69		1.56		1.56		

COLLOCATION - Tennessee											Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates(\$)					
											SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Cageless - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1CK	3.03	41.56	29.82	12.96	10.34						
	Physical Collocation - 4-Fiber Cross-Connect	I		CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	28.11	50.53	38.78	16.97	14.35			2.69	2.69	1.56	1.56
	Physical Collocation - Cageless - 4-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1CL	6.06	50.53	38.78	16.97	14.35						
	Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.	I		CLO	PE1BW	218.53										
	Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.	I		CLO	PE1CW	21.44										
	Physical Collocation - Security Access System - Security System per Central Office	I		CLO	PE1AX	55.99										
	Physical Collocation - Security Access System - New Access Card Activation, per Card	I		CLO	PE1A1	0.059	55.67	55.67								
	Physical Collocation - Space Availability Report per premises			CLO	PE1SR		2,027.00	2,154.00								
	POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.40										
	POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, USL, UNCVX, UNCDX	PE1PF	1.20										
	POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,WDS1L,W DS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PG	1.20										
	POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX	PE1PH	8.00										
	POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, Per Cross-Connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B2	38.79										

COLLOCATION - Tennessee

CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates(\$)					
				UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	52.31					SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect															
	Physical Collocation - Request Resend of CFA Information, per CLI	I		CLO	PE1C9		77.67									
	Nonrecurring Collocation Cable Records - per request	I		CLO	PE1CR		1,711.00									
	Nonrecurring Collocation Cable Records - VG/DS0 Cable, per cable record	I		CLO	PE1CD		925.06									
	Nonrecurring Collocation Cable Records - VG/DS0 Cable, per each 100 pair	I		CLO	PE1CO		18.05	18.05								
	Nonrecurring Collocation Cable Records - DS1, per T1TIE	I		CLO	PE1C1		8.45	8.45								
	Nonrecurring Collocation Cable Records - DS3, per T3TIE	I		CLO	PE1C3		29.57	29.57								
	Nonrecurring Collocation Cable Records - Fiber Cable, per 99 fiber records	I		CLO	PE1CB		279.42	279.42								
	Phyiscial Collocation - Cageless - Security Escort - Basic, per Half Hour						33.15	20.44								
	Physical Collocation - Cageless - Security Escort - Overtime, per Half Hour						41.50	25.61								
	Physical Collocation - Cageless - Security Escort - Premium, per Half Hour						49.86	30.79								
	V to P Conversion, Per Customer Request-Voice Grade	I		CLO	PE1BV	33.00										
	V to P Conversion, Per Customer Request-DS0	I		CLO	PE1BO	33.00										
	V to P Conversion, Per Customer Request-DS1	I		CLO	PE1B1	52.00										
	V to P Conversion, Per Customer request-DS3	I		CLO	PE1B3	52.00										
	V to P Conversion, Per Customer Request per VG Circuit Reconfigured	I		CLO	PE1BR	23.00										
	V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured	I		CLO	PE1BP	23.00										
	V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured	I		CLO	PE1BS	33.00										
	V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured	I		CLO	PE1BE	37.00										
	V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof	I		CLO	PE1B7	592.00										
	Physical Caged Collocation-App Cost(initial & sub)-Planning, per request			CLO	PE1AC	16.16	2,903.66	2,903.66								
	Physical Caged Collocation-Space Prep-Grounding, per location			CLO	PE1BB	4.32										
	Physical Caged Collocation - Nonrecurring Charge Individual Case Basis Space Prep-Grounding ,per location			CLO	PE11D		ICB									
	Physical Caged Collocation-Space Prep-Power Delivery, per 40 amp Feed			CLO	PE1SN		142.40									
	Physical Caged Collocation-Space Prep-Power Delivery, per 100 amp Feed			CLO	PE1SO		185.72									
	Physical Caged Collocation-Space Prep-Power Delivery, per 200 amp Feed			CLO	PEISP		242.05									
	Physical Caged Collocation-Space Enclosure-Cage Preparation, per first 100 sq. ft.			CLO	PE1S1	110.97										
	Physical Caged Collocation-Space Enclosure-Cage Preparation2, per add'l 50 sq. ft.			CLO	PE1S5	55.49										
	Physical Caged collocation-Cable Installation-Entrance Fiber Structure, interduct per ft.			CLO	PE1CP	0.0156										
	Physical Caged Collocation-Cable Installation-Entrance Fiber, per cable			CLO	PE1CQ	2.56	944.27									

COLLOCATION - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates(\$)					
											SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Caged Collocation-Floor Space-Land & Buildings, per sq. ft.			CLO	PE1FS	5.94										
	Physical Caged Collocation-Cable Support Structure-Cable Racking, per entrance cable			CLO	PE1CS	21.47										
	Physical Caged Collocation-Power-Power Construction, per amp DC plant			CLO	PE1PN	3.55										
	Physical Caged Collocation-Power-Power Consumption,per amp AC usage			CLO	PE1PO	2.03										
	Physical Caged Collocation-2-wire Cross Connects-Voice Grade ckts, per ckt.			CLO	PE12C	0.0475	7.68									
	Physical Caged Collocation-4-wire Cross Connects-Voice Grade Ckts, per ckt.			CLO	PE14C	0.0475	7.68									
	Physical Caged Collocation-DS1 Cross Connects-connection to DCS, per ckt.			CLO	PE11S	7.68	41.65									
	Physical Caged Collocation-DS1 Cross Connects-Connection to DSX, per ckt.			CLO	PE11X	0.38	41.65									
	Physical Caged Collocation-DS3 Cross Connects-Connection to DCS, per ckt.			CLO	PE13S	53.96	298.03									
	Physical Caged Collocation-DS3 Cross Connects-Connection to DSX, per ckt.			CLO	PE13X	9.32	298.03									
	Physical Caged Collocation-Security Access-Access Cards, per 5 Cards			CLO	PE1A2		76.10									
	Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.0013										
	Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO	PE1DS	0.0019										
	Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application			CLO	PE1DT		585.09									
PHYSICAL COLLOCATION																
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.50	19.20	19.20					20.35	10.54	13.32	1.40
ADJACENT COLLOCATION																
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0656										
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.53										
	Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.34	11.12	10.18	11.33	10.23			1.77	1.77	1.12	1.12
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL, CLOAC	PE1P4	0.33	11.30	10.31	11.62	10.44			1.77	1.77	1.12	1.12
	Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.70	28.39	16.88	11.65	10.54			1.77	1.77	1.12	1.12
	Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	19.03	26.23	15.51	13.40	10.77			1.77	1.77	1.12	1.12
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	3.49	26.23	15.51	13.41	10.78			1.77	1.77	1.12	1.12
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	6.50	29.75	19.02	17.60	14.97			1.77	1.77	1.12	1.12
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,973.00		0.9475							
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.81										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	11.64										

COLLOCATION - Tennessee											Attachment: 4		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First						
												OSS Rates(\$)			
												SOME C	SOMAN	SOMAN	SOMAN
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	17.45									
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	40.30									
PHYSICAL COLLOCATION IN THE REMOTE SITE															
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		580.20		312.76						
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	220.41									
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		24.69								
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		218.49								
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		70.81								
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		234.15								
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT															
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27									
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134									
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62							
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.															
Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.															

ATTACHMENT 5

ACCESS TO NUMBERS AND NUMBER PORTABILITY

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3. OPERATIONAL SUPPORT SYSTEM (OSS) RATES.....	4

ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS

- 1.1 During the term of this Agreement, where NOW is utilizing its own switch, NOW shall contact the North American Numbering Plan Administrator, NeuStar, for the assignment of numbering resources. In order to be assigned a Central Office Code, NOW will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).
- 1.2 Where BellSouth provides local switching or resold services to NOW, BellSouth will provide NOW with on-line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. NOW acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. NOW acknowledges that there may be instances where there is a shortage of telephone numbers in a particular rate center; and in such instances, BellSouth may request that NOW return unused intermediate numbers to BellSouth. NOW shall return unused intermediate numbers to BellSouth upon BellSouth's request. BellSouth shall make all such requests on a nondiscriminatory basis.
- 1.3 BellSouth will allow NOW to designate up to 100 intermediate telephone numbers per rate center for NOW's sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations. NOW acknowledges that there may be instances where there is a shortage of telephone numbers in a particular rate center and BellSouth has the right to limit access to blocks of intermediate telephone numbers. These instances include: 1) where jeopardy status has been declared by the North American Numbering Plan (NANP) for a particular Numbering Plan Area (NPA); or 2) where a rate center has less than six months supply of numbering resources.

2. LOCAL SERVICE PROVIDER NUMBER PORTABILITY - PERMANENT SOLUTION (LNP)

- 2.1 The Parties will offer Number Portability in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry fora.
- 2.2 End User Line Charge. Where NOW subscribes to BellSouth's local switching, BellSouth shall bill and NOW shall pay the end user line charge associated with implementing LNP as set forth in BellSouth's FCC Tariff No. 1. This charge is not subject to the resale discount set forth in Attachment 1 of this Agreement.

- 2.3 To limit service outage, BellSouth and NOW will adhere to the process flows and cutover guidelines for porting numbers as outlined in the LNP Reference Guide, as amended from time to time. The LNP Reference Guide, incorporated herein by reference, is accessible via the Internet at the following site:
<http://www.interconnection.bellsouth.com>. All intervals referenced in the LNP Reference Guide shall apply to both BellSouth and NOW.
- 2.4 The Parties will set Location Routing Number (LRN) unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.
- 2.5 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the new service provider to be in control of when a number ports.
- 2.6 Where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the end user.
- 2.7 BellSouth and NOW will work cooperatively to implement changes to LNP process flows ordered by the FCC or as recommended by standard industry forums addressing LNP.

3. OPERATIONAL SUPPORT SYSTEM (OSS) RATES

- 3.1 The terms, conditions and rates for OSS are as set forth in Attachment 2.

Attachment 6
Pre-Ordering, Ordering, Provisioning,
Maintenance and Repair

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1. QUALITY OF PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR ...3

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PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

1. QUALITY OF PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

1.1 BellSouth shall provide pre-ordering, ordering, provisioning, and maintenance and repair services to NOW that are equivalent to the pre-ordering, ordering, provisioning, and maintenance and repair services BellSouth provides to itself or any other CLEC where technically feasible. The guidelines for pre-ordering, ordering, provisioning, and maintenance and repair are set forth in the various guides and business rules, as appropriate, and as they are amended from time to time during this Agreement. The guides and business rules are found at <http://www.interconnection.bellsouth.com> and are incorporated herein by reference.

1.2 For purposes of this Agreement, BellSouth's regular working hours for provisioning are defined as follows:

Monday – Friday – 8:00 a.m. – 5:00 p.m. (Excluding Holidays)
(Resale/UNE non-coordinated,
coordinated orders and order
coordinated-time specific)
Saturday - 8:00 a.m. – 5:00 p.m. (Excluding Holidays)
(Resale/UNE non-coordinated
orders)

1.2.1 The above hours represent the hours, either Eastern or Central Time, of the location where the physical work is being performed.

1.2.2 To the extent NOW requests provisioning of service to be performed outside BellSouth's regular working hours, or the work so requested requires BellSouth's technicians or Project Manager to work outside of regular working hours, overtime billing charges shall apply. Notwithstanding the foregoing, if such work is performed outside of regular working hours by a BellSouth technician or Project Manager during his or her scheduled shift and BellSouth does not incur any overtime charges in performing the work on behalf of NOW, BellSouth will not assess NOW additional charges beyond the rates and charges specified in this Agreement.

2. ACCESS TO OPERATIONS SUPPORT SYSTEMS

2.1 BellSouth shall provide NOW access to operations support systems ("OSS") functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide access to the OSS through manual and/or electronic interfaces as described in this Attachment. It is the sole responsibility of

NOW to obtain the technical capability to access and utilize BellSouth's OSS interfaces. Specifications for NOW's access and use of BellSouth's electronic interfaces are set forth at www.interconnection.bellsouth.com and are incorporated herein by reference.

- 2.1.1 Pre-Ordering. In accordance with FCC and Commission rules and orders, BellSouth will provide electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, customer record information and loop makeup information. Access is provided through the Local Exchange Navigation System (LENS) interface and the Telecommunications Access Gateway (TAG) interface. Customer record information includes customer specific information in CRIS and RSAG. NOW shall provide to BellSouth access to customer record information including circuit numbers associated with each telephone number where applicable. NOW shall provide such information within four (4) hours after request via electronic access where available. If electronic access is not available, NOW shall provide to BellSouth paper copies of customer record information including circuit numbers associated with each telephone number where applicable. If BellSouth requests the information before noon, the customer record information shall be provided the same day. If BellSouth requests the information after noon, the customer record information shall be provided by noon the following day.
- 2.1.2 The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission. NOW will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided. BellSouth reserves the right to audit NOW's access to customer record information. If a BellSouth audit of NOW's access to customer record information reveals that NOW is accessing customer record information without having obtained the proper End User authorization, BellSouth upon reasonable notice to NOW may take corrective action, including but not limited to suspending or terminating NOW's electronic access to BellSouth's OSS functionality. All such information obtained through an audit shall be deemed Information covered by the Proprietary and Confidential Information section in the General Terms and Conditions of this Agreement.
- 2.1.3 Service Ordering. BellSouth will make available the Electronic Data Interchange (EDI) interface and the TAG ordering interface for the purpose of exchanging order information, including order status and completion notification, for non-complex and certain complex resale requests and certain network elements. NOW may integrate the EDI interface or the TAG ordering interface with the TAG pre-ordering interface. In addition, BellSouth will provide integrated pre-ordering and ordering capability through the LENS interface for non-complex and certain complex resale service requests and certain network element requests.
- 2.1.4 Maintenance and Repair. NOW may report and monitor service troubles and obtain repair services from BellSouth via electronic interfaces. BellSouth provides

several options for electronic trouble reporting. For exchange services, BellSouth will offer NOW non-discriminatory access to the Trouble Analysis Facilitation Interface (TAFI). In addition, BellSouth will offer an industry standard, machine-to-machine Electronic Communications Trouble Administration (ECTA) Gateway interface. For designed services, BellSouth will provide non-discriminatory trouble reporting via the ECTA Gateway. BellSouth will provide NOW an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. Requests for trouble repair will be billed in accordance with the provisions of this Attachment. BellSouth and NOW agree to adhere to BellSouth's Operational Understanding, as amended from time to time during this Agreement and as incorporated herein by reference. The Operational Understanding may be accessed via the Internet at <http://www.interconnection.bellsouth.com>.

2.2 Change Management. BellSouth provides a collaborative process for change management of the electronic interfaces through the Change Control Process (CCP). Guidelines for this process are set forth in the CCP document as amended from time to time during this Agreement. The CCP document may be accessed via the Internet at <http://www.interconnection.bellsouth.com>.

2.3 BellSouth's Versioning Policy for Electronic Interfaces. BellSouth's Versioning Policy is part of the Change Control Process (CCP). Pursuant to the CCP, BellSouth will issue new software releases for new industry standards for its EDI and TAG electronic interfaces. The Versioning Policy, including the appropriate notification to NOW, is set forth in the CCP document as amended from time to time during this Agreement. The CCP document may be accessed via the Internet at <http://www.interconnection.bellsouth.com>.

2.4 Rates. Charges for use of OSS shall be as set forth in Attachments 1 and 2 of this Agreement and are incorporated herein by reference.

3. MISCELLANEOUS

3.1 Pending Orders. Orders placed in the hold or pending status by NOW will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, NOW shall be required to submit a new service request. Incorrect or invalid requests returned to NOW for correction or clarification will be held for thirty (30) days. If NOW does not return a corrected request within thirty (30) days, BellSouth will cancel the request.

3.2 Single Point of Contact. NOW will be the single point of contact with BellSouth for ordering activity for network elements and other services used by NOW to provide services to its end users, except that BellSouth may accept a request directly from another CLEC, or BellSouth, acting with authorization of the affected end user. NOW and BellSouth shall each execute a blanket letter of authorization with respect to customer requests so that prior proof of end-user authorization will not be necessary with every request. The Parties shall each be

entitled to adopt their own internal processes for verification of customer authorization for requests, provided, however, that such processes shall comply with applicable state and federal law including, until superseded, the FCC guidelines and orders applicable to Presubscribed Interexchange Carrier (PIC) changes, including Un-PIC. Pursuant to a request from another carrier, BellSouth may disconnect any network element being used by NOW to provide service to that end user and may reuse such network elements or facilities to enable such other carrier to provide service to the end user. BellSouth will notify NOW that such a request has been processed but will not be required to notify NOW in advance of such processing.

- 3.2.1 Neither BellSouth nor NOW shall prevent or delay an end-user from migrating to another carrier because of unpaid bills, denied service, or contract terms.
- 3.2.2 BellSouth shall provide access to customer service records (CSRs), Firm Order Confirmations (FOCs) and Local Service Request rejects within the intervals set forth in Attachment 9 of this Agreement.
- 3.2.3 NOW shall return a FOC to BellSouth within thirty-six (36) hours after NOW's receipt from BellSouth of a valid LSR.
- 3.2.4 NOW shall provide a Reject Response to BellSouth within twenty-four (24) hours after BellSouth's submission of an LSR which is incomplete or incorrectly formatted.
- 3.3 Use of Facilities. When a customer of NOW elects to discontinue service and to transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to NOW by BellSouth. In addition, where BellSouth provides local switching, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received a request to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility. BellSouth will notify NOW that such a request has been processed after the disconnect order has been completed.
- 3.4 Contact Numbers. The Parties agree to provide one another with toll-free nationwide (50 states) contact numbers for the purpose of ordering, provisioning and maintenance of services.
- 3.5 Subscription Functions. In cases where BellSouth performs subscription functions for an interexchange carrier ("IXC") (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected IXCs with the Operating Company Number (OCN) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.
- 3.6 Cancellation Charges. If NOW cancels a request for network elements or other services, any costs incurred by BellSouth in conjunction with the provisioning of

that request will be recovered in accordance with BellSouth's Private Line Tariff or BellSouth's FCC No. 1 Tariff, Section 5.4, as applicable. Notwithstanding the foregoing, if NOW places an LSR based upon BellSouth's loop makeup information, and such information is inaccurate resulting in the inability of BellSouth to provision the network elements or services requested in accordance with the transmission characteristics of the network elements or services requested, cancellation charges described in this Section shall not apply. Where NOW places a single LSR for multiple network elements or services based upon loop makeup information, and information as to some, but not all, of the network elements or services is inaccurate, if BellSouth cannot provision the network elements or services that were the subject of the inaccurate loop makeup information, NOW may cancel its request for those network elements or services without incurring cancellation charges as described in this Section. In such instance, should NOW elect to cancel the entire LSR, cancellation charges as described in this Section shall apply to those elements and services that were not the subject of inaccurate loop makeup.

- 3.7 Service Date Advancement Charges (a.k.a. Expedites). For Service Date Advancement requests by NOW, Service Date Advancement charges will apply for intervals less than the standard interval as outlined in the BellSouth Product and Services Interval Guide. The charges as outlined in BellSouth's FCC No. 1 Tariff, Section 5, will apply as applicable.

Attachment 7

Billing

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BILLING

1. PAYMENT AND BILLING ARRANGEMENTS

The terms and conditions set forth in this Attachment shall apply to all services ordered and provisioned pursuant to this Agreement.

- 1.1 Billing. BellSouth will bill through the Carrier Access Billing System (CABS), Integrated Billing System (IBS) and/or the Customer Records Information System (CRIS) depending on the particular service(s) provided to NOW under this Agreement. BellSouth will format all bills in CBOS Standard or CLUB/EDI format, depending on the type of service provided. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the applicable industry forum.
 - 1.1.1 For any service(s) BellSouth receives from NOW, NOW shall bill BellSouth in CABS format.
 - 1.1.2 If either Party requests multiple billing media or additional copies of bills, the Billing Party will provide these at a reasonable cost.
 - 1.1.3 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to BellSouth.
 - 1.1.4 BellSouth will render bills each month for resold lines on established bill days for each of NOW's accounts. If either Party requests multiple billing media or additional copies of the bills, the Billing Party will provide these at a reasonable cost.
 - 1.1.5 BellSouth will bill NOW in advance for all resold services to be provided during the ensuing billing period except charges associated with service usage, which will be billed in arrears. Charges will be calculated on an individual End User account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill NOW, and NOW will be responsible for and remit to BellSouth, all charges applicable to resold services including but not limited to 911 and E911 charges, End Users common line charges, federal subscriber line charges, telecommunications relay charges (TRS), and franchise fees.
 - 1.1.6 BellSouth will not perform billing and collection services for NOW as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.
 - 1.1.7 In the event that this Agreement or an amendment to this Agreement effects a rate change to recurring rate elements that are billed in advance, BellSouth will make an adjustment to such recurring rates billed in advance and at the previously effective rate. The adjustment shall reflect billing at the new rates from the Effective Date of the Agreement or amendment.

- 1.2 Establishing Accounts. After receiving certification as a local exchange carrier from the appropriate regulatory agency, NOW will provide the appropriate BellSouth local contract manager the necessary documentation to enable BellSouth to establish accounts for Local Interconnection, Network Elements and Other Services, Collocation and/or resold services. Such documentation shall include the Application for Master Account, if applicable, proof of authority to provide telecommunications services, the appropriate Operating Company Number (OCN) assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), Group Access Code (GAC), Access Customer Name and Abbreviation (ACNA), as applicable, and a tax exemption certificate, if applicable.
- 1.2.1 OCN. If NOW needs to change its OCN(s) under which it operates when NOW has already been conducting business utilizing those OCN(s), NOW shall bear all costs incurred by BellSouth to convert NOW to the new OCN(s). OCN conversion charges include all time required to make system updates to all of NOW's end user customer records and will be handled by the BFR/NBR process.
- 1.2.2 Payment Responsibility. Payment of all charges will be the responsibility of NOW. NOW shall make payment to BellSouth for all services billed. Payments made by NOW to BellSouth as payment on account will be credited to NOW's accounts receivable master account. BellSouth will not become involved in billing disputes that may arise between NOW and NOW's customer.
- 1.3 Payment Due. Payment for services provided will be due on or before the next bill date and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.
- 1.4 If the payment due date falls on a Sunday or on a Holiday that is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 1.6, below, shall apply.
- 1.5 Tax Exemption. Upon BellSouth's receipt of tax exemption certificate, the total amount billed to NOW will not include those taxes or fees from which NOW is exempt. NOW will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the end user of NOW.
- 1.6 Late Payment. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment charge shall be due to BellSouth. The late payment charge

shall be the portion of the payment not received by the payment due date multiplied by a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, as appropriate. In addition to any applicable late payment charges, NOW may be charged a fee for all returned checks as set forth in Section A2 of the General Subscriber Services Tariff or pursuant to the applicable state law.

- 1.7 Discontinuing Service to NOW. The procedures for discontinuing service to NOW are as follows:
 - 1.7.1 BellSouth reserves the right to suspend or terminate service in the event of prohibited, unlawful or improper use of BellSouth facilities or service, abuse of BellSouth facilities, or any other violation or noncompliance by NOW of the rules and regulations of BellSouth's tariffs.
 - 1.7.2 BellSouth reserves the right to suspend or terminate service for nonpayment. If payment of amounts not subject to a billing dispute, as described in Section 2, is not received by the bill date in the month after the original bill date, BellSouth will provide written notice to NOW that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if payment is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, provide written notice to the person designated by NOW to receive notices of noncompliance that BellSouth may discontinue the provision of existing services to NOW if payment is not received by the thirtieth day following the date of the initial notice.
 - 1.7.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
 - 1.7.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and NOW's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to NOW without further notice.
 - 1.7.5 Upon discontinuance of service on NOW's account, service to NOW's end users will be denied. BellSouth will reestablish service for NOW upon payment of all past due charges and the appropriate connection fee subject to BellSouth's normal application procedures. NOW is solely responsible for notifying the end user of the proposed service disconnection. If within fifteen (15) days after NOW has been denied and no arrangements to reestablish service have been made consistent with this subsection, NOW's service will be disconnected.
- 1.8 Deposit Policy. NOW shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Upon BellSouth's request,

NOW will update the existing BellSouth Credit Profile with current information. Based on the results of the credit analysis and its history of receipt of payments from NOW, BellSouth reserves the right to secure the account with a suitable form of security deposit. To the extent not required as of the date of the previous credit analysis, NOW shall not be required to furnish a security deposit or letter of credit to BellSouth absent an adverse material change in financial circumstances as determined in accordance with the following factors. In determining an adverse material change, BellSouth may evaluate factors such as payment history with suppliers, bank relationships, audited financial statement ratios, years in business, management history, number of liens, suits or judgments and pay history with BellSouth. Such adverse material changes may not be measured based upon changes that alone would not be deemed material.

- 1.8.1 To the extent a security deposit is required, such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form) or Surety Bond (BellSouth form) or some other form of security proposed by NOW and that is acceptable to BellSouth at its sole discretion.
- 1.8.2 Any such security deposit shall in no way release NOW from its obligation to make complete and timely payments of its bill.
- 1.8.3 Except to the extent that NOW is already receiving service of any kind from BellSouth under this Agreement, NOW shall pay any applicable deposits prior to the inauguration of service.
- 1.8.4 If, in the reasonable judgment of BellSouth, material changes in NOW's financial circumstances so warrant based upon the criteria in 1.8 above and/or gross monthly billing has increased significantly beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request new or additional security request additional security.
- 1.8.5 Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.
- 1.8.6 Security deposits collected under this section shall be based upon the monthly average of the previous three (3) months current billings, if NOW has received service from BellSouth during such period at a level comparable to that anticipated to occur over the next three (3) months. If NOW has not received service from BellSouth during the previous three (3) months, the security deposit shall be based upon estimated future billings. If NOW has received service from BellSouth during the previous three (3) months, but either NOW or BellSouth has reason to believe that the level of service to be received during the next three (3) months will be materially higher or lower than received in the previous three (3) months, NOW and BellSouth shall agree on a level of estimated billings based on all available

relevant information. In no case shall the security deposit requested exceed two (2) months billings, calculated as set forth herein.

- 1.8.7 Subject to the Section 1.8.8 following, in the event NOW fails to remit to BellSouth any deposit requested pursuant to this Section within thirty days of NOW's receipt of such request, service to NOW may be terminated in accordance with the terms of Section 1.7 of this Attachment, and any security deposits will be applied to NOW's account(s).
- 1.8.8 The Parties will work together to determine the amount of a reasonable deposit. If the Parties are unable to agree, either party may petition the Commission for resolution of the dispute. In the event that the dispute is not resolved within sixty days after petitioning the Commission, and NOW fails to remit to BellSouth any deposit requested pursuant to this Section, service to NOW may be terminated in accordance with the terms of Section 1.7 of this Attachment, and any security deposits will be applied to NOW's account(s).
- 1.9 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, including notices relating to security deposits, disconnection of services for nonpayment of charges, and rejection of additional orders from NOW, shall be forwarded to the individual and/or address provided by NOW in establishment of its billing account(s) with BellSouth, or to the individual and/or address subsequently provided by NOW as the contact for billing information. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address; provided, however, upon written notice from NOW to BellSouth's billing organization, a final notice of disconnection of services purchased by NOW under this Agreement shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement at least 30 days before BellSouth takes any action to terminate such services.
- 1.10 Rates. Rates for Optional Daily Usage File (ODUF), Access Daily Usage File (ADUF), Enhanced Optional Daily Usage File (EODUF) and Centralized Message Distribution Service (CMDs) are set out in Exhibit A to this Attachment. If no rate is identified in this Attachment, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

2. BILLING DISPUTES

- 2.1 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. NOW shall report all billing disputes to BellSouth using the Billing Adjustment Request Form (RF 1461) provided by BellSouth. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Parties are unable within the 60 day

period to reach resolution, then the aggrieved Party may pursue dispute resolution in accordance with the General Terms and Conditions of this Agreement.

2.2 For purposes of this Section 2, a billing dispute means a reported dispute of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and supported by written documentation, which clearly shows the basis for disputing charges. By way of example and not by limitation, a billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other amounts owed by the billed Party until the dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. If the billing dispute is resolved in favor of the billing Party, the disputing Party will make immediate payment of any of the disputed amount owed to the billing Party or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party, pursuant to the billing dispute, will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.

2.3 If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment charge and interest, where applicable, shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date multiplied by the late factor as set forth in the following BellSouth tariffs: for services purchased from the General Subscribers Services Tariff for purposes of resale and for ports and non-designed loops, Section A2 of the General Subscriber Services Tariff; for services purchased from the Private Line Tariff for purposes of resale, Section B2 of the Private Line Service Tariff; and for designed network elements and other services and local interconnection charges, Section E2 of the Access Service Tariff. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

3. RAO HOSTING

3.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to NOW by BellSouth will be in accordance with the methods and practices regularly applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.

3.2 NOW shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.

- 3.3 Charges or credits, as applicable, will be applied by BellSouth to NOW on a monthly basis in arrears. Amounts due (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
- 3.4 NOW must have its own unique hosted RAO code. Where BellSouth is the selected CMDS interfacing host, NOW must request that BellSouth establish a unique hosted RAO code for NOW. Such request shall be in writing to the BellSouth RAO Hosting coordinator and must be submitted at least eight (8) weeks prior to provision of services pursuant to this Section. Services shall commence on a date mutually agreed by the Parties.
- 3.5 BellSouth will receive messages from NOW that are to be processed by BellSouth, another LEC in the BellSouth region or a LEC outside the BellSouth region. NOW shall send all messages to BellSouth no later than sixty (60) days after the message date.
- 3.6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from NOW.
- 3.7 All data received from NOW that is to be processed or billed by another LEC within the BellSouth region will be distributed to that LEC in accordance with the Agreement(s) in effect between BellSouth and the involved LEC.
- 3.8 All data received from NOW that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) in effect between BellSouth and its connecting contractor.
- 3.9 BellSouth will receive messages from the CMDS network that are destined to be processed by NOW and will forward them to NOW on a daily basis for processing.
- 3.10 Transmission of message data between BellSouth and NOW will be via CONNECT:Direct or CONNECT:Enterprise Client utilizing secure File Transfer Protocol (FTP).
 - 3.10.1 Data circuits (private line or dial-up) will be required between BellSouth and NOW for the purpose of data transmission when utilizing CONNECT:Direct. Where a dedicated line is required, NOW will be responsible for ordering the circuit and coordinating the installation with BellSouth. NOW is responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit data will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to NOW. Additionally, all message toll charges associated with the use of the dial circuit by NOW will be the responsibility of NOW. Associated equipment on the BellSouth end, including a modem, will be negotiated on an

individual case basis between the Parties. All equipment, including modems and software, that is required on the NOW end for the purpose of data transmission will be the responsibility of NOW.

- 3.10.2 If NOW utilizes CONNECT:Enterprise Client for data file transmission, purchase of the CONNECT:Enterprise Client software will be the responsibility of NOW.
- 3.11 All messages and related data exchanged between BellSouth and NOW will be formatted for EMI formatted records and packed between appropriate EMI header and trailer records in accordance with accepted industry standards.
- 3.12 NOW will maintain recorded message detail necessary to recreate files provided to BellSouth for a period of three (3) calendar months beyond the related message dates.
- 3.13 Should it become necessary for NOW to send data to BellSouth more than sixty (60) days past the message date(s), NOW will notify BellSouth in advance of the transmission of the data. BellSouth will work with its connecting contractor and/or NOW, where necessary, to notify all affected LECs.
- 3.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, the Party responsible for creating the data will make every effort to restore and retransmit such data. If the data cannot be retrieved, the Party responsible for losing or destroying the data will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the resolution of the amount owed, or as mutually agreed upon by the Parties.
- 3.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from NOW, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify NOW of the error. NOW will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, NOW will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 3.16 In association with message distribution service, BellSouth will provide NOW with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 3.17 Notwithstanding anything in this Agreement to the contrary, in no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Section 3.

- 3.18 Intercompany Settlements Messages
- 3.18.1 Intercompany Settlements Messages facilitate the settlement of revenues associated with traffic originated from or billed by NOW as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between NOW and the involved company(ies), unless that company is participating in NICS.
- 3.18.2 Both traffic that originates outside the BellSouth region by NOW and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by NOW, is covered by CATS. Also covered is traffic that either is originated by or billed by NOW, involves a company other than NOW, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).
- 3.18.3 Once NOW is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via NICS.
- 3.18.4 BellSouth will receive the monthly NICS reports from Telcordia on behalf of NOW. BellSouth will distribute copies of these reports to NOW on a monthly basis.
- 3.18.5 BellSouth will receive the monthly CATS reports from Telcordia on behalf of NOW. BellSouth will distribute copies of these reports to NOW on a monthly basis.
- 3.18.6 BellSouth will collect the revenue earned by NOW from the Bell operating company in whose territory the messages are billed via CATS, less a per message billing and collection fee of five cents (\$0.05), on behalf of NOW. BellSouth will remit the revenue billed by NOW to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf on NOW. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to NOW via a monthly Carrier Access Billing System (CABS) miscellaneous bill.
- 3.18.7 BellSouth will collect the revenue earned by NOW within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of NOW. BellSouth will remit the revenue billed by NOW within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to NOW via a monthly CABS miscellaneous bill.

- 3.18.8 BellSouth and NOW agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

4. OPTIONAL DAILY USAGE FILE

- 4.1 Upon written request from NOW, BellSouth will provide the Optional Daily Usage File (ODUF) service to NOW pursuant to the terms and conditions set forth in this section.
- 4.2 NOW shall furnish all relevant information required by BellSouth for the provision of the ODUF.
- 4.3 The ODUF feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a NOW customer.
- 4.4 Charges for the ODUF will appear on NOWs' monthly bills for the previous month's usage. The charges are as set forth in Exhibit A to this Attachment. NOW will be billed at the ODUF rates that are in effect at the end of the previous month.
- 4.5 The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 4.6 Messages that error in the billing system of NOW will be the responsibility of NOW. If, however, NOW should encounter significant volumes of errored messages that prevent processing by NOW within its systems, BellSouth will work with NOW to determine the source of the errors and the appropriate resolution.
- 4.7 The following specifications shall apply to the ODUF feed.
- 4.7.1 ODUF Messages to be Transmitted
- 4.7.1.1 The following messages recorded by BellSouth will be transmitted to NOW:
- 4.7.1.1.1 Message recording for per use/per activation type services (examples:
Three -Way Calling, Verify, Interrupt, Call Return, etc.)
- 4.7.1.1.2 Measured billable Local
- 4.7.1.1.3 Directory Assistance messages
- 4.7.1.1.4 IntraLATA Toll
- 4.7.1.1.5 WATS and 800 Service
- 4.7.1.1.6 N11

- 4.7.1.1.7 Information Service Provider Messages
- 4.7.1.1.8 Operator Services Messages
- 4.7.1.1.9 Operator Services Message Attempted Calls (Network Element only)
- 4.7.1.1.10 Credit/Cancel Records
- 4.7.1.1.11 Usage for Voice Mail Message Service
- 4.7.1.2 Rated Incollects (messages BellSouth receives from other revenue accounting offices) can also be on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 4.7.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to NOW.
- 4.7.1.4 In the event that NOW detects a duplicate on ODUF they receive from BellSouth, NOW will drop the duplicate message and will not return the duplicate to BellSouth.
- 4.7.2 ODUF Physical File Characteristics
 - 4.7.2.1 ODUF will be distributed to NOW via CONNECT:Direct, CONNECT:Enterprise Client or another mutually agreed medium. The ODUF feed will be a variable block format (2476) with a Logical Record Link (LRECL) of 2472. The data on the ODUF feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
 - 4.7.2.2 Data circuits (private line or dial-up) will be required between BellSouth and NOW for the purpose of data transmission as set forth in Section 3.10.1 above.
 - 4.7.2.3 If NOW utilizes CONNECT:Enterprise Client for data file transmission, purchase of the CONNECT:Enterprise Client software will be the responsibility of NOW.
- 4.7.3 ODUF Packing Specifications
 - 4.7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
 - 4.7.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to NOW which BellSouth RAO that is

sending the message. BellSouth and NOW will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by NOW and resend the data as appropriate.

The data will be packed using ATIS EMI records.

4.7.4 ODUF Pack Rejection

4.7.4.1 NOW will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used. NOW will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to NOW by BellSouth.

4.7.5 ODUF Control Data

4.7.5.1 NOW will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate NOW's receipt of the pack and acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by NOW for reasons stated in the above section.

4.7.6 ODUF Testing

4.7.6.1 Upon request from NOW, BellSouth shall send ODUF test files to NOW. The Parties agree to review and discuss the ODUF content and/or format. For testing of usage results, BellSouth shall request that NOW set up a production (live) file. The live test may consist of NOW's employees making test calls for the types of services NOW requests on ODUF. These test calls are logged by NOW, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

5. ACCESS DAILY USAGE FILE

5.1 Upon written request from NOW, BellSouth will provide the Access Daily Usage File (ADUF) service to NOW pursuant to the terms and conditions set forth in this section.

5.2 NOW shall furnish all relevant information required by BellSouth for the provision of ADUF.

5.3 ADUF will contain access messages associated with a port that NOW has purchased from BellSouth

- 5.4 Charges for ADUF will appear on NOW's monthly bills for the previous month's usage. The charges are as set forth in Exhibit A to this Attachment. NOW will be billed at the ADUF rates that are in effect at the end of the previous month.
- 5.5 Messages that error in the billing system of NOW will be the responsibility of NOW. If, however, NOW should encounter significant volumes of errored messages that prevent processing by NOW within its systems, BellSouth will work with NOW to determine the source of the errors and the appropriate resolution.
- 5.6 ADUF Messages To Be Transmitted
 - 5.6.1 The following messages recorded by BellSouth will be transmitted to NOW:
 - 5.6.1.1 Recorded originating and terminating interstate and intrastate access records associated with a port.
 - 5.6.1.2 Recorded terminating access records for undetermined jurisdiction access records associated with a port.
 - 5.6.2 BellSouth will perform duplicate record checks on records processed to ADUF. Any duplicate messages detected will be dropped and not sent to NOW.
 - 5.6.3 In the event that NOW detects a duplicate on ADUF they receive from BellSouth, NOW will drop the duplicate message and will not return the duplicate to BellSouth.
 - 5.6.4 ADUF Physical File Characteristics
 - 5.6.4.1 ADUF will be distributed to NOW via CONNECT:Direct, CONNECT:Enterprise Client or another mutually agreed medium. The ADUF feed will be a fixed block format (2476) with an LRECL of 2472. The data on the ADUF feed will be in a non-compacted EMI format (210 byte). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
 - 5.6.4.2 Data circuits (private line or dial-up) will be required between BellSouth and NOW for the purpose of data transmission as set forth in Section 3.10.1 above.
 - 5.6.4.3 If NOW utilizes CONNECT:Enterprise Client for data file transmission, purchase of the CONNECT:Enterprise Client software will be the responsibility of NOW.
- 5.6.5 ADUF Packing Specifications
 - 5.6.5.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

5.6.5.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to NOW which BellSouth RAO is sending the message. BellSouth and NOW will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by NOW and resend the data as appropriate.

The data will be packed using ATIS EMI records.

5.6.6 ADUF Pack Rejection

5.6.6.1 NOW will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used. NOW will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to NOW by BellSouth.

5.6.7 ADUF Control Data

5.6.7.1 NOW will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate NOW's receipt of the pack and acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by NOW for reasons stated in the above section.

5.6.8 ADUF Testing

5.6.8.1 Upon request from NOW, BellSouth shall send a test file of generic data to NOW via Connect:Direct or Text File via E-Mail. The Parties agree to review and discuss the test file's content and/or format.

6. ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)

6.1 Upon written request from NOW Communications, Inc., BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to NOW Communications, Inc. pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.

6.2 NOW Communications, Inc. shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.

6.3 The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

- 6.4 Charges for delivery of the Enhanced Optional Daily Usage File will appear on NOW Communications, Inc.'s monthly bills for the previous month's usage. The charges are as set forth in Exhibit E to this Attachment. NOW will be billed at the EODUF rates that are in effect at the end of the previous month.
- 6.5 All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 6.6 Messages that error in the billing system of NOW Communications, Inc. will be the responsibility of NOW Communications, Inc.. If, however, NOW Communications, Inc. should encounter significant volumes of errored messages that prevent processing by NOW Communications, Inc. within its systems, BellSouth will work with NOW Communications, Inc. to determine the source of the errors and the appropriate resolution.
- 6.7 The following specifications shall apply to the EODUF feed.
 - 6.7.1 Usage To Be Transmitted
 - 6.7.1.1 The following messages recorded by BellSouth will be transmitted to NOW Communications, Inc.:
 - 6.7.1.1.1 Customer usage data for flat rated local call originating from NOW Communications, Inc.'s End User lines (1FB or 1FR). The EODUF record for flat rate messages will include:
 - 6.7.1.1.2 Date of Call
 - 6.7.1.1.3 From Number
 - 6.7.1.1.4 To Number
 - 6.7.1.1.5 Connect Time
 - 6.7.1.1.6 Conversation Time
 - 6.7.1.1.7 Method of Recording
 - 6.7.1.1.8 From RAO
 - 6.7.1.1.9 Rate Class
 - 6.7.1.1.10 Message Type
 - 6.7.1.1.11 Billing Indicators
 - 6.7.1.1.12 Bill to Number

- 6.7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to NOW Communications, Inc..
- 6.7.1.3 In the event that NOW Communications, Inc. detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, NOW Communications, Inc. will drop the duplicate message (NOW Communications, Inc. will not return the duplicate to BellSouth).
- 6.7.2 Physical File Characteristics
 - 6.7.2.1 The EODUF feed will be distributed to NOW Communications, Inc. over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among NOW Communications, Inc.'s Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).
 - 6.7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and NOW Communications, Inc. for the purpose of data transmission. Where a dedicated line is required, NOW Communications, Inc. will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. NOW Communications, Inc. will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to NOW Communications, Inc.. Additionally, all message toll charges associated with the use of the dial circuit by NOW Communications, Inc. will be the responsibility of NOW Communications, Inc.. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on NOW Communications, Inc.'s end for the purpose of data transmission will be the responsibility of NOW Communications, Inc..
- 6.7.3 Packing Specifications
 - 6.7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
 - 6.7.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to NOW Communications, Inc. which BellSouth RAO is

sending the message. BellSouth and NOW Communications, Inc. will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by NOW Communications, Inc. and resend the data as appropriate.

6.7.3.3 The data will be packed using ATIS EMI records.

ODUF/ADUF/EODUF/CMDS - Alabama												Attachment: 7		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)						
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
ODUF/ADUF/OEDUF/CMDS																	
	ACCESS DAILY USAGE FILE (ADUF)																
	ADUF: Message Processing, per message				N/A	0.007037											
	ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.000113											
	OPTIONAL DAILY USAGE FILE (ODUF)																
	ODUF: Recording, per message				N/A	0.000011											
	ODUF: Message Processing, per message				N/A	0.004101											
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	42.67											
	ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.000094											
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
	CMDS: Message Processing, per message				N/A	0.004											
	CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001											
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
	EODUF: Message Processing, per message				N/A	0.22											
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																	

ODUF/ADUF/EODUF/CMDS - Florida												Attachment: 7		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS Rates(\$)	
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
ODUF/ADUF/OEDUF/CMDS																	
	ACCESS DAILY USAGE FILE (ADUF)																
	ADUF: Message Processing, per message				N/A	0.001656											
	ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.0001245											
	OPTIONAL DAILY USAGE FILE (ODUF)																
	ODUF: Recording, per message				N/A	0.0000071											
	ODUF: Message Processing, per message				N/A	0.002146											
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	35.91											
	ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00010375											
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
	CMDS: Message Processing, per message				N/A	0.004											
	CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001											
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
	EODUF: Message Processing, per message				N/A	0.080698											
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																	

ODUF/ADUF/EODUF/CMDS - Georgia											Attachment: 7		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/OEDUF/CMDS																
	ACCESS DAILY USAGE FILE (ADUF)															
	ADUF: Message Processing, per message				N/A	0.0136327										
	ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.0000434										
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message				N/A	0.0001275										
	ODUF: Message Processing, per message				N/A	0.0082548										
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	28.85										
	ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.0000434										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)															
	CMDS: Message Processing, per message				N/A	0.004										
	CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF: Message Processing, per message				N/A	0.0034555										
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

ODUF/ADUF/EODUF/CMDS - Kentucky												Attachment: 7		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/OEDUF/CMDS															
	ACCESS DAILY USAGE FILE (ADUF)														
	ADUF: Message Processing, per message				N/A	0.001857									
	ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.0001245									
	OPTIONAL DAILY USAGE FILE (ODUF)														
	ODUF: Recording, per message				N/A	0.0000136									
	ODUF: Message Processing, per message				N/A	0.002506									
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	35.90									
	ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00010372									
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)														
	CMDS: Message Processing, per message				N/A	0.004									
	CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001									
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)														
	EODUF: Message Processing, per message				N/A	0.235889									
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.															

ODUF/ADUF/EODUF/CMDS - Louisiana											Attachment: 7		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS Rates(\$)
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/OEDUF/CMDS																
	ACCESS DAILY USAGE FILE (ADUF)															
	ADUF: Message Processing, per message				N/A	0.007983										
	ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00012681										
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message				N/A	0.0000117										
	ODUF: Message Processing, per message				N/A	0.004641										
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	48.45										
	ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00010568										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)															
	CMDS: Message Processing, per message				N/A	0.004										
	CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF: Message Processing, per message				N/A	0.250015										
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

ODUF/ADUF/EODUF/CMDS - Mississippi											Attachment: 7		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/OEDUF/CMDS																
	ACCESS DAILY USAGE FILE (ADUF)															
	ADUF: Message Processing, per message				N/A	0.008087										
	ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00012803										
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message				N/A	0.0000063										
	ODUF: Message Processing, per message				N/A	0.004707										
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	49.04										
	ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00010669										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)															
	CMDS: Message Processing, per message				N/A	0.004										
	CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF: Message Processing, per message				N/A	0.250424										
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

ODUF/ADUF/EODUF/CMDS - North Carolina											Attachment: 7		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/OEDUF/CMDS																
	ACCESS DAILY USAGE FILE (ADUF)															
	ADUF: Message Processing, per message				N/A	0.01435										
	ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.0001277										
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message				N/A	0.0003										
	ODUF: Message Processing, per message				N/A	0.0032										
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	54.61										
	ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00004										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)															
	CMDS: Message Processing, per message				N/A	0.004										
	CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF: Message Processing, per message				N/A	0.2285406										
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

ODUF/ADUF/EODUF/CMDS - South Carolina											Attachment: 7		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/OEDUF/CMDS																
	ACCESS DAILY USAGE FILE (ADUF)															
	ADUF: Message Processing, per message				N/A	0.008061										
	ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00013036										
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message				N/A	0.0000216										
	ODUF: Message Processing, per message				N/A	0.004704										
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	48.87										
	ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00010863										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)															
	CMDS: Message Processing, per message				N/A	0.004										
	CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF: Message Processing, per message				N/A	0.258301										
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

ODUF/ADUF/EODUF/CMDS - Tennessee												Attachment: 7		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First							Add'l	
												OSS Rates(\$)					
												SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/OEDUF/CMDS																	
ACCESS DAILY USAGE FILE (ADUF)																	
	ADUF: Message Processing, per message				N/A	0.004											
	ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001											
OPTIONAL DAILY USAGE FILE (ODUF)																	
	ODUF: Recording, per message				N/A	0.0000044											
	ODUF: Message Processing, per message				N/A	0.0027366											
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	52.75											
	ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.0000339											
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																	
	CMDS: Message Processing, per message				N/A	0.004											
	CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001											
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																	
	EODUF: Message Processing, per message				N/A	0.004											
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																	

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

Rights-of-Way, Conduits and Pole Attachments

BellSouth will provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth pursuant to 47 U.S.C. § 224, as amended by the Act, pursuant to terms and conditions of a license agreement subsequently negotiated with BellSouth's Competitive Structure Provisioning Center.

ATTACHMENT 9

PERFORMANCE MEASUREMENTS

PERFORMANCE MEASUREMENTS

Upon a particular Commission's issuance of an Order pertaining to Performance Measurements in a proceeding expressly applicable to all CLECs generally, BellSouth shall implement in that state such Performance Measurements as of the date specified by the Commission. Performance Measurements that have been Ordered in a particular state can currently be accessed via the internet at <https://pmap.bellsouth.com>. At the request of the Tennessee Regulatory Authority (TRA), the following Regional Service Quality Measurements (SQM) plan is being included as the performance measurements currently in place for the state of Tennessee. At such time that the TRA issues an Order pertaining to Performance Measurements, such Performance Measurements shall supersede the Regional SQM contained in the Agreement.

BellSouth Service Quality Measurement Plan (SQM)

Region Performance Metrics

**Measurement Descriptions
Version 0.06**

Issue Date: June 4, 2002

Introduction

The BellSouth Service Quality Measurement Plan (SQM) describes in detail the measurements produced to evaluate the quality of service delivered to BellSouth's customers both wholesale and retail. The SQM was developed to respond to the requirements of the Communications Act of 1996 Section 251 (96 Act) which required BellSouth to provide non-discriminatory access to Competitive Local Exchange Carriers (CLEC)¹ and its Retail Customers. The reports produced by the SQM provide regulators, CLECs and BellSouth the information necessary to monitor the delivery of non-discriminatory access.

This plan results from the many divergent forces evolving from the 96 Act. The 96 Act, the Georgia Public Service Commission (GPSC) Order (Docket 7892-U 12/30/97), LCUG 1-7.0, the FCC's NPRM (CC Docket 98-56 RM9101 04/17/98), the Louisiana Public Service Commission (LPSC) Order (Docket U-22252 Subdocket C 04/19/98), numerous arbitration cases, LPSC sponsored collaborative workshops (10/98-02/00), and proceedings in Alabama, Mississippi, and North Carolina have and continue to influence the SQM.

The SQM and the reports flowing from it must change to reflect the dynamic requirements of the industry. New measurements are added as new products, systems, and processes are developed and fielded. New products and services are added as the markets for them develop and the processes stabilize. The measurements are also changed to reflect changes in systems, correct errors, and respond to both 3rd Party audit requirements and Commission requirements.

This document is intended for use by someone with knowledge of telecommunications industry, information technologies and a functional knowledge of the subject areas covered by the BellSouth Performance Measurements and the reports that flow from them.

Once it is approved, the most current copy of this document can be found on the web at URL: <https://pmap.bellsouth.com> in the Documentation Downloads folder.

Report Publication Dates

Each month, preliminary SQM reports will be posted to BellSouth's SQM web site (<https://www.pmap.bellsouth.com>) by 8:00 A.M. EST on the 21st day of each month or the first business day after the 21st. Final validated SQM reports will be posted by 8:00 A.M. on the last day of the month. Reports not posted by this time will be considered late for SEEM payment purposes. SEEM reports will be posted on the 15th of the following month. Payments due will also be paid on the 15th of the following month. For instance: May data will be posted in preliminary SQM reports on June 21. Final validated SQM reports will be posted on the last day of June. Final validated SEEM reports will be posted and payments mailed on July 15th. In the event the 15th falls on a weekend or holiday, reports and payments will be posted/made the next business day.

¹ *Alternative Local Exchange Companies (ALEC) and Competing Local Providers (CLP) are referred to as Competitive Local Exchange Carriers (CLEC) in this document.*

Report Delivery Methods

CLEC SQM and SEEM reports will be considered delivered when posted to the web site. Commissions will be given access to the web site. In addition, a copy of the Monthly State Summary reports will be filed with the appropriate Commissions as soon as possible after the last day of each month.

Document Number: RGN-V005-122101

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Section 1: Operations Support Systems (OSS)

OSS-1: Average Response Time and Response Interval (Pre-Ordering/Ordering)

Definition

Average response time and response intervals are the average times and number of requests responded to within certain intervals for accessing legacy data associated with appointment scheduling, service & feature availability, address verification, request for Telephone numbers (TNs), and Customer Service Records (CSRs).

Exclusions

None

Business Rules

The average response time for retrieving pre-order/order information from a given legacy system is determined by summing the response times for all requests submitted to the legacy systems during the reporting period and dividing by the total number of legacy system requests for that month.

The response interval starts when the client application (LENS or TAG for CLECs and RNS or ROS for BellSouth) submits a request to the legacy system and ends when the appropriate response is returned to the client application. The number of accesses to the legacy systems during the reporting period which take less than 2.3 seconds, the number of accesses which take more than 6 seconds, and the number which are less than or equal to 6.3 seconds are also captured.

Calculation

Response Time = (a - b)

- a = Date & Time of Legacy Response
- b = Date & Time of Legacy Request

Average Response Time = c / d

- c = Sum of Response Times
- d = Number of Legacy Requests During the Reporting Period

Report Structure

- Not CLEC Specific
- Not Product/Service Specific
- Regional Level

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Legacy Contract (per reporting dimension) • Response Interval • Regional Scope 	<ul style="list-style-type: none"> • Report Month • Legacy Contract (per reporting dimension) • Response Interval • Regional Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • RSAG – Address (Regional Street Address Guide-Address) – stores street address information used to validate customer addresses. CLECs and BellSouth query this legacy system. • RSAG – TN (Regional Street Address Guide-Telephone number) – contains information about facilities available and telephone numbers working at a given address. 	

<p>CLECs and BellSouth query this legacy system.</p> <ul style="list-style-type: none"> • ATLAS (Application for Telephone Number Load Administration and Selection) – acts as a warehouse for storing telephone numbers that are available for assignment by the system. It enables CLECs and BellSouth service reps to select and reserve telephone numbers. CLECs and BellSouth query this legacy system. • COFFI (Central Office Feature File Interface) – stores information about product and service offerings and availability. CLECs query this legacy system. • DSAP (DOE Support Application) – provides due date information. CLECs and BellSouth query this legacy system. • HAL/CRIS (Hands-Off Assignment Logic/Customer Record Information System) – a system used to access the Business Office Customer Record Information System (BOCRIS). It allows BellSouth servers, including LENS, access to legacy systems. CLECs query this legacy system. • P/SIMS (Product/Services Inventory Management system) – provides information on capacity, tariffs, inventory and service availability. CLECs query this legacy system. • OASIS (Obtain Available Services Information Systems) – Information on feature and rate availability. BellSouth queries this legacy system. 	
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Table 1: Legacy System Access Times For RNS

System	Contract	Data	< 2.3 sec.	> 6 sec.	<= 6.3 sec.	Avg. Sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
DSAP	DSAP	Schedule	x	x	x	x	x
CRIS	CRSACCTS	CSR	x	x	x	x	x
OASIS	OASISCAR	Feature/Service	x	x	x	x	x
OASIS	OASISLPC	Feature/Service	x	x	x	x	x
OASIS	OASISMTN	Feature/Service	x	x	x	x	x
OASIS	OASISBIG	Feature/Service	x	x	x	x	x

Table 2: Legacy System Access Times For R0S

System	Contract	Data	< 2.3 sec.	> 6 sec.	<= 6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
DSAP	DSAP	Schedule	x	x	x	x	x
CRIS	CRSOCSR	CSR	x	x	x	x	x
OASIS	OASISBIG	Feature/Service	x	x	x	x	x

Table 3: Legacy System Access Times For LENS

System	Contract	Data	< 2.3 sec.	> 6 sec.	<6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
DSAP	DSAP	Schedule	x	x	x	x	x
HAL	HAL/CRIS	CSR	x	x	x	x	x
COFFI	COFFI/USOC	Feature/Service	x	x	x	x	x
P/SIMS	PSIMS/ORB	Feature/Service	x	x	x	x	x

Table 4: Legacy System Access Times For TAG

System	Contract	Data	< 2.3 sec.	> 6 sec.	<6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
ATLAS	ATLAS-MLH	TN	x	x	x	x	x
ATLAS	ATLAS-DID	TN	x	x	x	x	x
DSAP	DSAP	Schedule	x	x	x	x	x
CRIS	CRSECSRL	CSR	x	x	x	x	x
CRIS	CRSECSR	CSR	x	x	x	x	x

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

Note: CLEC specific data is not available in this measure. Queries of this sort do not have company specific signatures.

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • RSAG – Address (Regional Street Address Guide-Address) – stores street address information used to validate customer addresses. CLECs and BellSouth query this legacy system. • RSAG – TN (Regional Street Address Guide-Telephone number) – contains information about facilities available and telephone numbers working at a given address. CLECs and BellSouth query this legacy system. • ATLAS (Application for Telephone Number Load Administration and Selection) – acts as a warehouse for storing telephone numbers that are available for assignment by the system. It enables CLECs and BellSouth service reps to select and reserve telephone numbers. CLECs and BellSouth query this legacy system. • COFFI (Central Office Feature File Interface) – stores information about product and service offerings and availability. CLECs query this legacy system. • DSAP (DOE Support Application) – provides due date information. CLECs and BellSouth query this legacy system. • HAL/CRIS (Hands-Off Assignment Logic/Customer Record Information System) – a system used to access the 	<ul style="list-style-type: none"> • Percent Response Received within 6.3 seconds: > 95% • Parity + 2 seconds

<p>Business Office Customer Record Information System (BOCRIS). It allows BellSouth servers, including LENS, access to legacy systems. CLECs query this legacy system.</p> <ul style="list-style-type: none"> • P/SIMS (Product/Services Inventory Management system) – provides information on capacity, tariffs, inventory and service availability. CLECs query this legacy system. • OASIS (Obtain Available Services Information Systems) – Information on feature and rate availability. BellSouth queries this legacy system. 	
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SEEM OSS Legacy Systems

System	BellSouth	CLEC
Telephone Number/Address		
RSAG-ADDR	RNS, ROS	TAG, LENS
RSAG-TN	RNS, ROS	TAG, LENS
ATLAS	RNS,ROS	TAG, LENS
Appointment Scheduling		
DSAP	RNS, ROS	TAG, LENS
CSR Data		
CRSACCTS	RNS	
CRSOCSR	ROS	
HAL/CRIS		LENS
CRSECSRL		TAG
CRSECSR		TAG
Service/Feature Availability		
OASISBIG	RNS, ROS	
PSIMS/ORB		LENS

OSS-2: Interface Availability (Pre-Ordering/Ordering)

Definition

Percent of time applications are functionally available as compared to scheduled availability. Calculations are based upon availability of applications and interfacing applications utilized by CLECs for pre-ordering and ordering. "Functional Availability" is defined as the number of hours in the reporting period that the applications/interfaces are available to users. "Scheduled Availability" is defined as the number of hours in the reporting period that the applications/interfaces are scheduled to be available.

Scheduled availability is posted on the Interconnection web site: (www.interconnection.bellsouth.com/oss/oss_hour.html)

Exclusions

- CLEC-impacting troubles caused by factors outside of BellSouth's purview, e.g., troubles in customer equipment, troubles in networks owned by telecommunications companies other than BellSouth, etc.
- Degraded service, e.g., slow response time, loss of non-critical functionality, etc.

Business Rules

This measurement captures the functional availability of applications/interfaces as a percentage of scheduled availability for the same systems. Only full outages are included in the calculations for this measure. Full outages are defined as occurrences of either of the following:

- Application/interfacing application is down or totally inoperative.
- Application is totally inoperative for customers attempting to access or use the application. This includes transport outages when they may be directly associated with a specific application.

Comparison to an internal benchmark provides a vehicle for determining whether or not CLECs and retail BST entities are given comparable opportunities for use of pre-ordering and ordering systems.

Calculation

Interface Availability (Pre-Ordering/Ordering) = (a / b) X 100

- a = Functional Availability
- b = Scheduled Availability

Report Structure

- Not CLEC Specific
- Not Product/Service Specific
- Regional Level

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Legacy Contract Type (per reporting dimension) • Regional Scope • Hours of Downtime 	<ul style="list-style-type: none"> • Report Month • Legacy Contract Type (per reporting dimension) • Regional Scope • Hours of Downtime

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • Regional Level 	<ul style="list-style-type: none"> • >= 99.5%

OSS Interface Availability

Application	Applicable to	% Availability
EDI	CLEC	x
TAG	CLEC	x
LENS	CLEC	x
LEO	CLEC	x
LESOG	CLEC	x
LNP Gateway	CLEC	x
COG	CLEC	Under Development
SOG	CLEC	Under Development
DOM	CLEC	Under Development
DOE	CLEC/BellSouth	x
SONGS	CLEC/BellSouth	x
ATLAS/COFFI	CLEC/BellSouth	x
BOCRIS	CLEC/BellSouth	x
DSAP	CLEC/BellSouth	x
RSAG	CLEC/BellSouth	x
SOCS	CLEC/BellSouth	x
CRIS	CLEC/BellSouth	x

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Regional Level	• >= 99.5%

SEEM OSS Interface Availability

Application	Applicable to	% Availability
EDI	CLEC	x
HAL	CLEC	x
LENS	CLEC	x
LEO Mainframe	CLEC	x
LESOG	CLEC	x
PSIMS	CLEC	x
TAG	CLEC	x

OSS-3: Interface Availability (Maintenance & Repair)

Definition

Percent of time applications are functionally available as compared to scheduled availability. Calculations are based upon availability of applications and interfacing applications utilized by CLECs for maintenance and repair. "Functional Availability" is defined as the number of hours in the reporting period that the applications/interfaces are available to users. "Scheduled Availability" is defined as the number of hours in the reporting period that the applications/interfaces are scheduled to be available.

Scheduled availability is posted on the Interconnection web site: (www.interconnection.bellsouth.com/oss/oss_hour.html)

Exclusions

- CLEC-impacting troubles caused by factors outside of BellSouth's purview, e.g., troubles in customer equipment, troubles in networks owned by telecommunications companies other than BellSouth, etc.
- Degraded service, e.g., slow response time, loss of non-critical functionality, etc.

Business Rules

This measurement captures the functional availability of applications/interfaces as a percentage of scheduled availability for the same systems. Only full outages are included in the calculations for this measure. Full outages are defined as occurrences of either of the following:

- Application/interfacing application is down or totally inoperative.
- Application is totally inoperative for customers attempting to access or use the application. This includes transport outages when they may be directly associated with a specific application.

Comparison to an internal benchmark provides a vehicle for determining whether or not CLECs and retail BST entities are given comparable opportunities for use of maintenance and repair systems.

Calculation

OSS Interface Availability $(a / b) \times 100$

- a = Functional Availability
- b = Scheduled Availability

Report Structure

- Not CLEC Specific
- Not Product/Service Specific
- Regional Level

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Availability of CLEC TAFI • Availability of LMOS HOST, MARCH, SOCS, CRIS, PREDICTOR, LNP and OSPDM • ECTA 	<ul style="list-style-type: none"> • Availability of BellSouth TAFI • Availability of LMOS HOST, MARCH, SOCS, CRIS, PREDICTOR, LNP and OSPDM

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • Regional Level 	<ul style="list-style-type: none"> • $\geq 99.5\%$

OSS Interface Availability (M&R)

OSS Interface	% Availability
BST TAFI	x
CLEC TAFI	x
CLEC ECTA	x
BellSouth & CLEC	x
CRIS	x
LMOS HOST	x
LNP	x
MARCH	x
OSPCM	x
PREDICTOR	x
SOCS	x

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Regional Level	• >= 99.5%

OSS Interface Availability (M&R)

OSS Interface	% Availability
CLEC TAFI	x
CLEC ECTA	x

OSS-4: Response Interval (Maintenance & Repair)

Definition

The response intervals are determined by subtracting the time a request is received on the BellSouth side of the interface from the time the response is received from the legacy system. Percentages of requests falling into each interval category are reported, along with the actual number of requests falling into those categories.

Exclusions

None

Business Rules

This measure is designed to monitor the time required for the CLEC and BellSouth interface system to obtain from BellSouth's legacy systems the information required to handle maintenance and repair functions. The clock starts on the date and time when the request is received on the BellSouth side of the interface and the clock stops when the response has been transmitted through that same point to the requester.

Note: The OSS Response Interval BellSouth Total Report is a combination of BellSouth Residence and Business Total.

Calculation

OSS Response Interval = (a - b)

- a = Query Response Date and Time
- b = Query Request Date and Time

Percent Response Interval (per category) = (c / d) X 100

- c = Number of Response Intervals in category "X"
- d = Number of Queries Submitted in the Reporting Period

where, "X" is <= 4, > 4 <= 10, <= 10, > 10, or > 30 seconds.

Report Structure

- Not CLEC Specific
- Not product/service specific
- Regional Level

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• CLEC Transaction Intervals	• BellSouth Business and Residential Transactions Intervals

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Regional Level	• Parity

Legacy System Access Times for M&R

System	BellSouth & CLEC	Count				
		<= 4	> 4 <= 10	<= 10	> 10	> 30
CRIS	x	x	x	x	x	x
DLETH	x	x	x	x	x	x
DLR	x	x	x	x	x	x
LMOS	x	x	x	x	x	x
LMOSupd	x	x	x	x	x	x
LNP	x	x	x	x	x	x
MARCH	x	x	x	x	x	x
OSPCM	x	x	x	x	x	x
Predictor	x	x	x	x	x	x
SOCS	x	x	x	x	x	x
NIW	x	x	x	x	x	x

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

PO-1: Loop Makeup - Response Time – Manual

Definition

This report measures the average interval and percent within the interval from the submission of a Manual Loop Makeup Service Inquiry (LMUSI) to the distribution of Loop Makeup information back to the CLEC.

Exclusions

- Inquiries, which are submitted electronically.
- Designated Holidays are excluded from the interval calculation.
- Weekend hours from 5:00PM Friday until 8:00AM Monday are excluded from the interval calculation.
- Canceled Inquiries.

Business Rules

The CLEC Manual Loop Makeup Service Inquiry (LMUSI) process includes inquiries submitted via mail or FAX to BellSouth's Complex Resale Support Group (CRSG).

This measurement combines three intervals:

1. From receipt of the Service Inquiry for Loop Makeup to hand off to the Service Advocacy Center (SAC) for "Look-up."
2. From SAC start date to SAC complete date.
3. From SAC complete date to date the Complex Resale Support Group (CRSG) distributes loop makeup information back to the CLEC.

The "Receive Date" is defined as the date the Manual LMUSI is received by the CRSG. It is counted as day Zero. LMU "Return Date" is defined as the date the LMU information is sent back to the CLEC from BellSouth. The interval calculation is reset to Zero when a CLEC initiated change occurs on the Manual LMU request.

Note: The Loop Make Up Service Inquiry Form does not require the CLEC to furnish the type of Loop. The CLEC determines whether the loop makeup will support the type of service they wish to order or not and qualifies the loop. If the loop makeup will support the service, a firm order LSR is submitted by the CLEC.

Calculation

Response Interval = (a - b)

- a = Date and Time LMUSI returned to CLEC
- b = Date and Time the LMUSI is received

Average Interval = (c / d)

- c = Sum of all Response Intervals
- d = Total Number of LMUSIs received within the reporting period

Percent within interval = (e / f) X 100

- e = Total LMUSIs received within the interval
- f = Total Number of LMUSIs processed within the reporting period

Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
 - State
 - Region
- Interval for manual LMUs:
 - 0 – <= 1 day
 - >1 – <= 2 days
 - >2 – <= 3 days
 - 0 - <= 3 days
 - >3 – <= 6 days
 - >6 – <= 10 days
 - > 10 days
- Average Interval in days

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Total Number of Inquiries • SI Intervals • State and Region 	<ul style="list-style-type: none"> • Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • Loops 	Benchmark <ul style="list-style-type: none"> • 95% <= 3 Business Days

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • Loops 	Benchmark <ul style="list-style-type: none"> • 95% <= 3 Business Days

PO-2: Loop Make Up - Response Time - Electronic

Definition

This report measures the average interval and the percent within the interval from the electronic submission of a Loop Makeup Service Inquiry (LMUSI) to the distribution of Loop Makeup information back to the CLEC.

Exclusions

- Manually submitted inquiries.
- Designated Holidays are excluded from the interval calculation.
- Canceled Requests.
- Scheduled OSS Maintenance.

Business Rules

The response interval starts when the CLEC's Mechanized Loop Makeup Service Inquiry (LMUSI) is submitted electronically through the Operational Support Systems interface, LENS, TAG or RoboTAG. It ends when BellSouth's Loop Facility Assignment and Control System (LFACS) responds electronically to the CLEC with the requested Loop Makeup data via LENS, TAG or RoboTAG Interfaces.

Note: The Loop Make Up Service Inquiry Form does not require the CLEC to furnish the type of Loop. The CLEC determines whether the loop makeup will support the type of service they wish to order or not and qualifies the loop. If the loop makeup will support the service, a firm order LSR is submitted by the CLEC. EDI is not a pre-ordering system, and, therefore, is not applicable in this measure.

Calculation

Response Interval = (a - b)

- a = Date and Time LMUSI returned to CLEC
- b = Date and Time the LMUSI is received

Average Interval = (c / d)

- c = Sum of all response intervals
- d = Total Number of LMUSIs received within the reporting period

Percent within interval = (e / f) X 100

- e = Total LMUSIs received within the interval
- f = Total Number of LMUSIs processed within the reporting period

Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
 - State
 - Region
- Interval for electronic LMUs:
 - 0 – <= 1 minute
 - >1 – <= 5 minutes
 - 0 - <= 5 minutes
 - > 5 – <= 8 minutes
 - > 8 – <= 15 minutes
 - > 15 minutes
- Average Interval in minutes

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month	• Not Applicable

- Legacy Contract
- Response Interval
- Regional Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Loops	Benchmark <ul style="list-style-type: none"> • 90% <= 5 Minutes (05/01/01) • 95% <= 1 Minute (08/01/01)

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Loop	<ul style="list-style-type: none"> • 90% <= 5 Minutes (05/01/01) • 95% <= 1 Minute (08/01/01)

Section 2: Ordering

O-1: Acknowledgement Message Timeliness

Definition

This measurement provides the response interval from the time an LSR or transmission (may contain multiple LSRs from one or more CLECs in multiple states) is electronically submitted via EDI or TAG respectively until an acknowledgement notice is sent by the system.

Exclusions

- Scheduled OSS Maintenance

Business Rules

The process includes EDI & TAG system functional acknowledgements for all messages/Local Service Requests (LSRs) which are electronically submitted by the CLEC. Users of EDI may package many LSRs into one transmission which will receive the acknowledgement message. EDI users may place multiple LSRs in one “envelope” requesting service in one or more states which will mask the identity of the state and CLEC. The start time is the receipt time of the message at BellSouth’s side of the interface (gateway). The end time is when the acknowledgement is transmitted by BellSouth at BellSouth’s side of the interface (gateway). If more than one CLEC uses the same ordering center (aggregator), an Acknowledgement Message will be returned to the “Aggregator”. However, BellSouth will not be able to determine which specific CLEC or state this message represented.

Calculation

Response Interval = (a - b)

- a = Date and Time Acknowledgement Notices returned to CLEC
- b = Date and Time messages/LSRs electronically submitted by the CLEC via EDI or TAG respectively

Average Response Interval = (c / d)

- c = Sum of all Response Intervals
- d = Total number of electronically submitted messages/LSRs received, from CLECs via EDI or TAG respectively, in the Reporting Period.

Reporting Structure

- CLEC Aggregate
- CLEC Specific/Aggregator
- Geographic Scope
 - Region
- Electronically Submitted LSRs
 - 0 – <= 10 minutes
 - >10 – <= 20 minutes
 - >20 – <= 30 minutes
 - 0 – <= 30 minutes
 - >30 – <= 45 minutes
 - >45 – <= 60 minutes
 - >60 – <= 120 minutes
 - >120 minutes
- Average interval for electronically submitted messages/LSRs in minutes

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Record of Functional Acknowledgements 	<ul style="list-style-type: none"> • Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • EDI • TAG 	<ul style="list-style-type: none"> • EDI <ul style="list-style-type: none"> - 90% <= 30 minutes (05/01/01) - 95% <= 30 minutes (08/01/01) • TAG – 95% <= 30 minutes

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • EDI • TAG 	<ul style="list-style-type: none"> • EDI <ul style="list-style-type: none"> - 90% <= 30 minutes (05/01/01) - 95% <= 30 minutes (08/01/01) • TAG – 95% <= 30 minutes

O-2: Acknowledgement Message Completeness

Definition

This measurement provides the percent of transmissions/LSRs received via EDI or TAG respectively, which are acknowledged electronically.

Exclusions

- Manually submitted LSRs
- Scheduled OSS Maintenance

Business Rules

EDI and TAG send Functional Acknowledgements for all transmissions/LSRs, which are electronically submitted by a CLEC. Users of EDI may package many LSRs from multiple states in one transmission. If more than one CLEC uses the same ordering center, an Acknowledgement Message will be returned to the "Aggregator", however, BellSouth will not be able to determine which specific CLEC this message represented. The Acknowledgement Message is returned prior to the determination of whether the transmission/LSR will be partially mechanized or fully mechanized.

Calculation

Acknowledgement Completeness = (a / b) X 100

- a = Total number of Functional Acknowledgements returned in the reporting period for transmissions/LSRs electronically submitted by EDI or TAG respectively
- b = Total number of electronically submitted transmissions/LSRs received in the reporting period by EDI or TAG respectively

Report Structure

- CLEC Aggregate
- CLEC Specific/Aggregator
- Geographic Scope
 - Region

Note: The Order calls for Mechanized, Partially Mechanized, and Totally Mechanized, however, the Acknowledgement message is generated before the system recognizes whether this electronic transmission will be partially or fully mechanized.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Record of Functional Acknowledgements 	<ul style="list-style-type: none"> • Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • EDI • TAG 	<ul style="list-style-type: none"> • Benchmark: 100%

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • EDI • TAG 	<ul style="list-style-type: none"> • Benchmark: 100%

O-3: Percent Flow-Through Service Requests (Summary)

Definition

The percentage of Local Service Requests (LSR) and LNP Local Service Requests (LNP LSRs) submitted electronically via the CLEC mechanized ordering process that flow through and reach a status for a FOC to be issued, without manual intervention.

Exclusions

- Fatal Rejects
- Auto Clarification
- Manual Fallout
- CLEC System Fallout
- Scheduled OSS Maintenance

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI and LENS), that flow through and reach a status for a FOC to be issued, without manual intervention. These LSRs can be divided into two classes of service: Business and Residence, and two types of service: Resale, and Unbundled Network Elements (UNE). The CLEC mechanized ordering process does not include LSRs which are submitted manually (for example, fax and courier) or are not designed to flow through (for example, Manual Fallout.)

Definitions:

Fatal Rejects: Errors that prevent an LSR, submitted electronically by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO/LNP Gateway will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO/LNP Gateway will reject the LSR and the CLEC will receive a Fatal Reject.

Auto-Clarification: Clarifications that occur due to invalid data within the LSR. LESOG/LAUTO will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, or if the LNP is not available for the NPA NXXX requested, the CLEC will receive an Auto-Clarification.

Manual Fallout: Planned Fallout that occur by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG/LAUTO will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout:

- | | |
|-----------------------------------------------------------------|--------------------------------------------------------------------------|
| 1. Complex* | 8. Denials-restore and conversion, or disconnect and conversion orders |
| 2. Special pricing plans | 9. Class of service invalid in certain states with some types of service |
| 3. Some Partial migrations | 10. Low volume such as activity type "T" (move) |
| 4. New telephone number not yet posted to BOCRIS | 11. More than 25 business lines, or more than 15 loops |
| 5. Pending order review required | 12. Transfer of calls option for the CLEC end users |
| 6. CSR inaccuracies such as invalid or missing CSR data in CRIS | 13. Directory Listings (Intentions and Captions) |
| 7. Expedites (requested by the CLEC) | |

*See LSR Flow-Through Matrix following O-6 for a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through.

Total System Fallout: Errors that require manual review by the LSCS to determine if the error is caused by the CLEC, or is due to BellSouth system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC for clarification. If it is determined the error is BellSouth caused, the LCSC representative will correct the error, and the LSR will continue to be processed.

Z Status: LSRs that receive a supplemental LSR submission prior to final disposition of the original LSR.

Calculation

Percent Flow Through = $a / [b - (c + d + e + f)] \times 100$

- a = The total number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that fall out for manual processing
- d = the number of LSRs that are returned to the CLEC for clarification
- e = the number of LSRs that contain errors made by CLECs
- f = the number of LSRs that receive a Z status

Percent Achieved Flow Through = $a / [b - (c + d + e)] \times 100$

- a = the number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that are returned to the CLEC for clarification
- d = the number of LSRs that contain errors made by CLECs
- e = the number of LSRs that receive Z status

Report Structure

- CLEC Aggregate
 - Region

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Total Number of LSRs Received, by Interface, by CLEC <ul style="list-style-type: none"> - TAG - EDI - LENS • Total Number of Errors by Type, by CLEC <ul style="list-style-type: none"> - Fatal Rejects - Auto Clarification - CLEC Caused System Fallout • Total Number of Errors by Error Code • Total Fallout for Manual Processing 	<ul style="list-style-type: none"> • Report Month • Total Number of Errors By Type <ul style="list-style-type: none"> - Bellsouth System Error

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark ²
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark ³
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

² Benchmarks do not apply to the "Percent Achieved Flow Through."

³ Benchmarks do not apply to the "Percent Achieved Flow Through."

O-4: Percent Flow-Through Service Requests (Detail)

Definition

A detailed list, by CLEC, of the percentage of Local Service Requests (LSR) and LNP Local Service Requests (LNP LSRs) submitted electronically via the CLEC mechanized ordering process that flow through and reach a status for a FOC to be issued, without manual or human intervention.

Exclusions

- Fatal Rejects
- Auto Clarification
- Manual Fallout
- CLEC System Fallout
- Scheduled OSS Maintenance

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued, without manual intervention. These LSRs can be divided into two classes of service: Business and Residence, and three types of service: Resale, and Unbundled Network Elements (UNE). The CLEC mechanized ordering process does not include LSRs, which are submitted manually (for example, fax and courier) or are not designed to flow through (for example, Manual Fallout.)

Definitions:

Fatal Rejects: Errors that prevent an LSR, submitted electronically by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO/LNP Gateway will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO/LNP Gateway will reject the LSR and the CLEC will receive a Fatal Reject.

Auto-Clarification: Clarifications that occur due to invalid data within the LSR. LESOG/LAUTO will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, or if the LNP is not available for the NPA NXXX requested, the CLEC will receive an Auto-Clarification.

Manual Fallout: Planned Fallout that occur by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG/LAUTO will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout:

- | | |
|-----------------------------------------------------------------|--------------------------------------------------------------------------|
| 1. Complex* | 8. Denials-restore and conversion, or disconnect and conversion orders |
| 2. Special pricing plans | 9. Class of service invalid in certain states with some types of service |
| 3. Some Partial migrations | 10. Low volume such as activity type "T" (move) |
| 4. New telephone number not yet posted to BOCRIS | 11. More than 25 business lines, or more than 15 loops |
| 5. Pending order review required | 12. Transfer of calls option for the CLEC end users |
| 6. CSR inaccuracies such as invalid or missing CSR data in CRIS | 13. Directory Listings (Indentations and Captions) |
| 7. Expedites (requested by the CLEC) | |

*See LSR Flow-Through Matrix following O-6 for a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through.

Total System Fallout: Errors that require manual review by the LSCS to determine if the error is caused by the CLEC, or is due to BellSouth system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC for clarification. If it is determined the error is BellSouth caused, the LCSC representative will correct the error, and the LSR will continue to be processed.

Z Status: LSRs that receive a supplemental LSR submission prior to final disposition of the original LSR.

Calculation

Percent Flow Through = $a / [b - (c + d + e + f)] \times 100$

- a = The total number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that fall out for manual processing
- d = the number of LSRs that are returned to the CLEC for clarification
- e = the number of LSRs that contain errors made by CLECs
- f = the number of LSRs that receive a Z status

Percent Achieved Flow Through = $a / [b - (c + d + e)] \times 100$

- a = the number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that are returned to the CLEC for clarification
- d = the number of LSRs that contain errors made by CLECs
- e = the number of LSRs that receive Z status

Report Structure

Provides the flow through percentage for each CLEC (by alias designation) submitting LSRs through the CLEC mechanized ordering process. The report provides the following:

- CLEC (by alias designation)
- Number of fatal rejects
- Mechanized interface used
- Total mechanized LSRs
- Total manual fallout
- Number of auto clarifications returned to CLEC
- Number of validated LSRs
- Number of BellSouth caused fallout
- Number of CLEC caused fallout
- Number of Service Orders Issued
- Base calculation
- CLEC error excluded calculation

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Total Number of LSRs Received, by Interface, by CLEC <ul style="list-style-type: none"> - TAG - EDI - LENS • Total Number of Errors by Type, by CLEC <ul style="list-style-type: none"> - Fatal Rejects - Auto Clarification - CLEC Errors • Total Number of Errors by Error Code • Total Fallout for Manual Processing 	<ul style="list-style-type: none"> • Report Month • Total Number of Errors by Type <ul style="list-style-type: none"> - Bellsouth System Error

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark ⁴
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

⁴ Benchmarks do not apply to the "Percent Achieved Flow Through."

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark ⁵
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

⁵ Benchmarks do not apply to the "Percent Achieved Flow Through."

O-5: Flow-Through Error Analysis

Definition

An analysis of each error type (by error code) that was experienced by the LSRs that did not flow through or reached a status for a FOC to be issued.

Exclusions

Each Error Analysis is error code specific, therefore exclusions are not applicable.

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued. The CLEC mechanized ordering process does not include LSRs which are submitted manually (for example, fax and courier).

Calculation

Total for each error type.

Report Structure

Provides an analysis of each error type (by error code). The report is in descending order by count of each error code and provides the following:

- Error Type (by error code)
- Count of each error type
- Percent of each error type
- Cumulative percent
- Error Description
- CLEC Caused Count of each error code
- Percent of aggregate by CLEC caused count
- Percent of CLEC caused count
- BellSouth Caused Count of each error code
- Percent of aggregate by BellSouth caused count
- Percent of BellSouth by BellSouth caused count

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Total Number of LSRs Received • Total Number of Errors by Type (by error code) - CLEC Caused Error 	<ul style="list-style-type: none"> • Report Month • Total Number of Errors by Type (by error code) - BellSouth System Error

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Not Applicable	• Not Applicable

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

O-6: CLEC LSR Information

Definition

A list with the flow through activity of LSRs by CC, PON and Ver, issued by each CLEC during the report period.

Exclusions

- Fatal Rejects
- LSRs submitted manually

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued. The CLEC mechanized ordering process does not include LSRs which are submitted manually (for example, fax and courier).

Calculation

Not Applicable

Report Structure

Provides a list with the flow through activity of LSRs by CC, PON and Ver, issued by each CLEC during the report period with an explanation of the of the columns and content. This report is available on a CLEC specific basis. The report provides the following for each LSR.

- CC
- PON
- Ver
- Timestamp
- Type
- Err #
- Note or Error Description

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Record of LSRs Received by CC, PON and Ver • Record of Timestamp, Type, Err # and Note or Error Description for each LSR by CC, PON and Ver 	<ul style="list-style-type: none"> • Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • Not Applicable 	<ul style="list-style-type: none"> • Not Applicable

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • Not Applicable 	<ul style="list-style-type: none"> • Not Applicable

LSR Flow Through Matrix

Product	Product Type	Reqtype	ACT Type	F/T ³	Comple x Service	Com plex Order	Planned Fallout For Manual Handling ¹	EDI	TAG ²	LEN S ⁴
2 wire analog DID trunk port	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
2 wire analog port	U	A	N,T	No	UNE	No	Yes	Y	Y	N
2 wire ISDN digital line	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
2 wire ISDN digital loop	U,C	A	N,T	Yes	UNE	Yes	No	Y	Y	N
3 Way Calling	R,B	E,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
4 wire analog voice grade loop	U,C	A	N,T	Yes	UNE	Yes	No	Y	Y	N
4 wire DSO & PRI digital loop	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
4 wire DS1 & PRI digital loop	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
4 wire ISDN DSI digital trunk ports	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
Accupulse	C	E	N,C,T,V,W	No	Yes	Yes	NA	N	N	N
ADSL	R,B,C	E	V,W	No	UNE	No	No	Y	Y	N
Area Plus	R,B	E,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Basic Rate ISDN	U,C	A	N,T	No	Yes	Yes	Yes	Y	Y	N
Basic Rate ISDN 2 Wire	C	E	C, D,T,V,W	No	Yes	Yes	Yes	Y	Y	N
Basic Rate ISDN 2 Wire	C	E	N,T	No	Yes	Yes	N/A	N	N	N
Basic Rate ISDN 2 Wire UNE P	C	M	N,C,D,V	No	YES	Yes	N/A	N	N	N
Analog Data/Private Line	C	E	N, C, T, V, W, D, P, Q	No	Yes	Yes	N/A	N	N	N
Call Block	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Forwarding	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Return	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Selector	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Tracing	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Waiting	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Waiting Deluxe	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Caller ID	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
CENTREX	C	P	V,P	No	Yes	Yes	NA	N	N	N
DID ACT W	C	N	W	No	Yes	Yes	Yes	Y	Y	Y
Digital Data Transport	U	E	N,C,T,V,W	No	UNE	Yes	NA	N	N	N
Directory Listing Indentions	B,U	B,C,E,F, J,M,N	N,C,T,R,V,W,P,Q	No	No	No	Yes	Y	Y	Y
Directory Listings Captions	R,B,U	B,C,E,F, J,M,N	N,C,T,R,V,W,P,Q	No	No	Yes	Yes	Y	Y	Y
Directory Listings (simple)	R,B,U	B,C,E,F, J,M,N	N,C,T,R,V,W,P,Q	Yes	No	No	No	Y	Y	Y
DS3	U	A,M	N,C,V	No	UNE	Yes	NA	N	N	N
DS1Loop	U	A,M	N,C,V	Yes	UNE	Yes	No	Y	Y	N
DSO Loop	U	A, B	N,C,D,T,V	Yes	UNE	Yes	No	Y	Y	N
Enhanced Caller ID	R,B	E,M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
ESSX	C	P	C,D,T,V,S,B,W,L .P,Q	No	Yes	Yes	NA	N	N	N
Flat Rate/Business	B	E, M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
Flat Rate/Residence	R	E, M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
FLEXSERV	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N
Frame Relay	C	E	N,C,D,V,W	No	Yes	Yes	NA	N	N	N
FX	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N
Ga. Community Calling	R,B	E, M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
HDSL	U	A	N,C,D	Yes	UNE	No	No	Y	Y	N
Hunting MLH	R,B	E, M	C,D,N,T,V,W	No	C/S4	C/S	Yes	Y	Y	N
Hunting Series Completion	R,B	E, M	C,D,N,T,V,W	Yes	C/S	C/S	No	Y	Y	Y
INP to LNP Conversion	U	C	C	No	UNE	Yes	Yes	Y	Y	N

Product	Product Type	Reqtype	ACT Type	F/T ³	Comple x Service	Complex Order	Planned Fallout For Manual Handling ¹	EDI	TAG ²	LEN S ⁴
LightGate	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N
Line Sharing	U	A	C,D	Yes	UNE	No	No	Y	Y	Y
Local Number Portability	U	C	C,D,P,V,Q	Yes	UNE	Yes	No	Y	Y	N
LNP With Complex Listing	C	C	P,V,Q,W	No	UNE	Yes	Yes	Y	Y	N
LNP with Partial Migration	U	C	D,P,V,Q	No	UNE	Yes	Yes	Y	Y	N
LNP with Complex Services	C	C	P,V,Q,W	No	UNE	Yes	Yes	Y	Y	N
Loop+INP	U	B	D,P,V,Q	Yes	UNE	No	No	Y	Y	N
Loop+LNP	U	B	C,D,N,V	Yes	UNE	No	No	Y	Y	N
Measured Rate/Bus	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Measured Rate/Res	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Megalink	C	E	N,V,W,T,D,C,P,Q	No	Yes	Yes	NA	N	N	N
Megalink-T1	C	E,M	N,V,W,T,D,C,P,Q	No	Yes	Yes	NA	N	N	N
Memory Call	R,B	E, M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
Memory Call Ans. Svc.	R,B	E, M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
Multiserv	C	P	N,C,D,T,V,S,B, W,L,P,Q	No	Yes	Yes	NA	N	N	N
Native Mode LAN Interconnection (NMLI)	C	E	N,C,D,V,W	No	Yes	Yes	NA	N	N	N
Off-Prem Stations	C	E	N,C,D,V,W,T,P,Q	No	Yes	Yes	NA	N	N	N
Optional Calling Plan	R,B	E, M	N	Yes	No	No	No	Y	Y	Y
Package/Complete Choice and Area Plus	R,B	E, M	N,T,C,V,W	Yes	No	No	No	Y	Y	Y
Pathlink Primary Rate ISDN	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N
Pay Phone Provider	B	E	C,D,T,N,V,W	No	No	No	NA	N	N	N
PBX Standalone Port	C	F	N,C,D	No	Yes	Yes	Yes	Y	Y	N
PBX Trunks	R,B	E	N,C,D,V,W,T,P,Q	No	Yes	Yes	Yes	Y	Y	N
Port/Loop PBX	U	M	A,C,D,V	No	No	No	Yes	Y	Y	N
Port/Loop Simple	U	M	A,C,D,V	Yes	No	No	Yes	Y	Y	Y
Preferred Call Forward	R,B,U	E	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
RCF Basic	R,B	E	N,D,W,T,F	Yes	No	No	No	Y	Y	Y
Remote Access to CF	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Repeat Dialing	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Ringmaster	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Smartpath	R,B	E	C,D,T,N,V,W	No	Yes	Yes	NA	N	N	N
SmartRING	C	E	N,D,C,V,W	No	Yes	Yes	NA	N	N	N
Speed Calling	R,B	E	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Synchronet	C	E	N	Yes	Yes	Yes	Yes	Y	Y	N
Tie Lines	C	E	N,C,D,V,W,T,P,Q	No	Yes	Yes	NA	N	N	N
Touchtone	R,B	E	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Unbundled Loop-Analog 2W, SL1, SL2	U	A,B	C,D,T,N,V,W	Yes	UNE	No	No	Y	Y	Y
WATS	R,B	E	W,D	No	Yes	Yes	NA	N	N	N
XDSL	C,U	A,B	N,T,C,V,D	Yes	UNE	No	No	Y	Y	N
XDSL Extended LOOP	C,U	A,B	N,T,C,V,D	No	UNE	Yes	NA	N	N	N
Collect Call Block	R,B	E	N,T,C,V,W,D	Yes	No	No	No	Y	Y	Y
900 Call Block	R,B	E	N,T,C,V,W,D	Yes	No	No	No	Y	Y	Y
3rd Party Call Block	R,B	E	N,T,C,V,W,D	Yes	No	No	No	Y	Y	Y
Three Way Call Block	R,B	E	N,T,C,V,W,D	Yes	No	No	No	Y	Y	Y
PIC/LPIC Change	R,B	E	T,C,V,	Yes	No	No	No	Y	Y	Y
PIC/LPIC Freeze	R,B	E	N,T,C,V	Yes	No	No	No	Y	Y	Y

Note¹: Planned Fallout for Manual Handling denotes those services that are electronically submitted and are not intended to flow through due to the complexity of the service.

Note²: The TAG column includes those LSRs submitted via Robo TAG.

Note³: For all services that indicate 'No' for flow-through, the following reasons, in addition to errors or complex services, also prompt manual handling: Expedites from CLECs, special pricing plans, denials restore and conversion or disconnect and conversion both required, partial migrations (although conversions-as-is flow through for issue 9), class of service invalid in certain states with some TOS e.g. government, or cannot be changed when changing main TN on C activity, low volume e.g. activity type T=move, pending order review required, more than 25 business lines, CSR inaccuracies such as invalid or missing CSR data in CRIS, Directory listings – Indentions, Directory listings – Captions, transfer of calls option for CLEC end user – new TN not yet posted to BOCRIS. Many are unique to the CLEC environment.

Note⁴: Services with C/S in the Complex Service and/or the Complex Order columns can be either complex or simple.

Note⁵: EELs are manually ordered.

Note⁶: LSRs submitted for Resale Products and Services for which there is a temporary promotion or discount plan will be processed identically to those LSRs ordering the same Products or Services without a promotion or discount plan.

O-7: Percent Rejected Service Requests

Definition

Percent Rejected Service Request is the percent of total Local Service Requests (LSRs) received which are rejected due to error or omission. An LSR is considered valid when it is submitted by the CLEC and passes edit checks to insure the data received is correctly formatted and complete.

Exclusions

- Service Requests canceled by the CLEC prior to being rejected/clarified.
- Scheduled OSS Maintenance

Business Rules

Fully Mechanized: An LSR is considered “rejected” when it is submitted electronically but does not pass LEO edit checks in the ordering systems (EDI, LENS, TAG, LEO, LESOG) and is returned to the CLEC without manual intervention. There are two types of “Rejects” in the Mechanized category:

A **Fatal Reject** occurs when a CLEC attempts to electronically submit an LSR but required fields are either not populated or incorrectly populated and the request is returned to the CLEC before it is considered a valid LSR.

Fatal rejects are reported in a separate column, and for informational purposes ONLY. Fatal rejects are excluded from the calculation of the percent of total LSRs rejected or the total number of rejected LSRs.

An **Auto Clarification** occurs when a valid LSR is electronically submitted but rejected from LESOG because it does not pass further edit checks for order accuracy.

Partially Mechanized: A valid LSR, which is electronically submitted (via EDI, LENS, TAG) but cannot be processed electronically and “falls out” for manual handling. It is then put into “clarification” and sent back (rejected) to the CLEC.

Total Mechanized: Combination of Fully Mechanized and Partially Mechanized LSRs electronically submitted by the CLEC.

Non-Mechanized: LSRs which are faxed or mailed to the LCSC for processing and “clarified” (rejected) back to the CLEC by the BellSouth service representative.

Interconnection Trunks: Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Interconnection Purchasing Center (IPC). Trunk data is reported separately.

Calculation

Percent Rejected Service Requests = $(a / b) \times 100$

- a = Total Number of Rejected Service Requests in the Reporting Period
- b = Total Number of Service Requests Received in the Reporting Period

Report Structure

- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
- CLEC Specific
- CLEC Aggregate
- Geographic Scope
 - State
 - Region
- Product Specific Percent Rejected
- Total Percent Rejected

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Total Number of LSRs • Total Number of Rejects • State and Region • Total Number of ASRs (Trunks) 	<ul style="list-style-type: none"> • Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Mechanized, Partially Mechanized and Non-Mechanized <ul style="list-style-type: none"> • Resale - Residence • Resale - Business • Resale – Design (Special) • Resale PBX • Resale Centrex • Resale ISDN • LNP (Standalone) • INP (Standalone) • 2W Analog Loop Design • 2W Analog Loop Non-Design • 2W Analog Loop With INP Design • 2W Analog Loop With INP Non-Design • 2W Analog Loop With LNP Design • 2W Analog Loop With LNP Non-Design • UNE Loop + Port Combinations • Switch Ports • UNE Combination Other • UNE xDSL (ADSL, HDSL, UCL) • Line Sharing • UNE ISDN Loop • UNE Other Design • UNE Other Non-Design • Local Interoffice Transport • Local Interconnection Trunks 	<ul style="list-style-type: none"> • Diagnostic

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • Not Applicable 	<ul style="list-style-type: none"> • Not Applicable

O-8: Reject Interval

Definition

Reject Interval is the average reject time from receipt of an LSR to the distribution of a Reject. An LSR is considered valid when it is submitted by the CLEC and passes edit checks to insure the data received is correctly formatted and complete.

Exclusions

- Service Requests canceled by CLEC prior to being rejected/clarified
- Designated Holidays are excluded from the interval calculation
- LSRs which are identified and classified as "Projects"
- The following hours for Partially mechanized and Non-mechanized LSRs are excluded from the interval calculation:

Residence Resale Group – Monday through Saturday 7:00PM until 7:00AM
From 7:00 PM Saturday until 7:00 AM Monday

Business Resale, Complex, UNE Groups – Monday through Friday 6:00PM until 8:00AM
From 6:00 PM Friday until 8:00 AM Monday.

The hours excluded will be altered to reflect changes in the Center operating hours. The LCSC will accept faxed LSRs only during posted hours of operation.

The interval will be the amount of time accrued from receipt of the LSR until normal closing of the center if an LSR is worked using overtime hours.

In the case of a Partially Mechanized LSR received and worked after normal business hours, the interval will be set at one (1) minute.

- Scheduled OSS Maintenance

Business Rules

Fully Mechanized: The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS or TAG) until the LSR is rejected (date and time stamp or reject in EDI, TAG or LENS). Auto Clarifications are considered in the Fully Mechanized category.

Partially Mechanized: The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS or TAG) until it falls out for manual handling. The stop time on partially mechanized LSRs is when the LCSC Service Representative clarifies the LSR back to the CLEC via LENS, EDI, or TAG.

Total Mechanized: Combination of Fully Mechanized and Partially Mechanized LSRs which are electronically submitted by the CLEC.

Non-Mechanized: The elapsed time from receipt of a valid LSR (date and time stamp of FAX or date and time mailed LSR is received in the LCSC) until notice of the reject (clarification) is returned to the CLEC via LON.

Interconnection Trunks: Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Local Interconnection Service Center (LISC). Trunk data is reported separately. All interconnection trunks are counted in the non-mechanized category.

Calculation

Reject Interval = (a - b)

- a = Date and Time of Service Request Rejection
- b = Date and Time of Service Request Receipt

Average Reject Interval = (c / d)

- c = Sum of all Reject Intervals
- d = Number of Service Requests Rejected in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
- Geographic Scope

- State
- Region
- Mechanized:
 - 0 - <= 4 minutes
 - >4 - <= 8 minutes
 - >8 - <= 12 minutes
 - >12 - <= 60 minutes
 - 0 - <= 1 hour
 - >1 - <= 4 hours
 - >4 - <= 8 hours
 - >8 - <= 12 hours
 - >12 - <= 16 hours
 - >16 - <= 20 hours
 - >20 - <= 24 hours
 - >24 hours
- Partially Mechanized:
 - 0 - <= 1 hour
 - >1 - <= 4 hours
 - >4 - <= 8 hours
 - >8 - <= 10 hours
 - 0 - <= 10 hours
 - >10 - <= 18 hours
 - 0 - <= 18 hours
 - >18 - <= 24 hours
 - >24 hours
- Non-mechanized:
 - 0 - <= 1 hour
 - >1 - <= 4 hours
 - >4 - <= 8 hours
 - >8 - <= 12 hours
 - >12 - <= 16 hours
 - >16 - <= 20 hours
 - >20 - <= 24 hours
 - 0 - <= 24 hours
 - > 24 hours
- Trunks:
 - <= 4 days
 - >4 - <= 8 days
 - >8 - <= 12 days
 - >12 - <= 14 days
 - >14 - <= 20 days
 - >20 days

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
Report Month • Reject Interval • Total Number of LSRs • Total Number of Rejects • State and Region • Total Number of ASRs (Trunks)	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale - Residence • Resale - Business • Resale - Design (Special) • Resale PBX • Resale Centrex	• Mechanized: - 97% <= 1 Hour • Partially Mechanized: - 85% <= 24 hours - 85% <= 18 Hours (05/01/01)

<ul style="list-style-type: none"> • Resale ISDN • LNP (Standalone) • INP (Standalone) • 2W Analog Loop Design • 2W Analog Loop Non-Design • 2W Analog Loop With INP Design • 2W Analog Loop With INP Non-Design • 2W Analog Loop With LNP Design • 2W Analog Loop With LNP Non-Design • UNE Loop + Port Combinations • Switch Ports • UNE Combination Other • UNE xDSL (ADSL, HDSL, UCL) • Line Sharing • UNE ISDN Loops • UNE Other Non-Design • Local Interoffice Transport • UNE Other Design 	<ul style="list-style-type: none"> - 85% <= 10 Hours (08/01/01) • Non-Mechanized: - 85% <= 24 hours
• Local Interconnection Trunks	• Trunks: - 85% <= 4 Days

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Fully Mechanized	• 97% <= 1 Hour
• Partially Mechanized	<ul style="list-style-type: none"> • 85% <= 24 Hours • 85% <= 18 Hours (05/01/01) • 85% <= 10 Hours (08/01/01)
• Non-Mechanized	• 85% <= 24 Hours

O-9: Firm Order Confirmation Timeliness

Definition

Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of valid LSR to distribution of a Firm Order Confirmation.

Exclusions

- Rejected LSRs
- Designated Holidays are excluded from the interval calculation
- LSRs which are identified and classified as “Projects”
- The following hours for Partially Mechanized and Non-mechanized LSRs are excluded from the interval calculation:

Residence Resale Group – Monday through Saturday 7:00PM until 7:00AM
From 7:00 PM Saturday until 7:00 AM Monday.

Business Resale, Complex, UNE Groups – Monday through Friday 6:00PM until 8:00AM
From 6:00 PM Friday until 8:00 AM Monday.

The hours excluded will be altered to reflect changes in the Center operating hours. The LCSC will accept faxed LSRs only during posted hours of operation.

The interval will be the amount of time accrued from receipt of the LSR until normal closing of the center if an LSR is worked using overtime hours.

In the case of a Partially Mechanized LSR received and worked after normal business hours, the interval will be set at one (1) minute.

- Scheduled OSS Maintenance

Business Rules

- **Fully Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS or TAG) until the LSR is processed, appropriate service orders are generated and a Firm Order Confirmation is returned to the CLEC via EDI, LENS or TAG.
- **Partially Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS, or TAG) which falls out for manual handling until appropriate service orders are issued by a BellSouth service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is returned to the CLEC via EDI, LENS, or TAG.
- **Total Mechanized:** Combination of Fully Mechanized and Partially Mechanized LSRs which are electronically submitted by the CLEC.
- **Non-Mechanized:** The elapsed time from receipt of a valid paper LSR (date and time stamp of FAX or date and time paper LSRs received in LCSC) until appropriate service orders are issued by a BellSouth service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is sent to the CLEC via LON.
- **Interconnection Trunks:** Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Local Interconnection Service Center (LISC). Trunk data is reported separately.

Calculation

Firm Order Confirmation Interval = (a - b)

- a = Date & Time of Firm Order Confirmation
- b = Date & Time of Service Request Receipt)

Average FOC Interval = (c / d)

- c = Sum of all FOC Intervals
- d = Total Number of Service Requests Confirmed in Reporting Period

FOC Interval Distribution (for each interval) = (e / f) X 100

- e = Service Requests Confirmed in interval
- f = Total Service Requests Confirmed in the Reporting Period

Report Structure

- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
 - CLEC Specific
 - CLEC Aggregate
- Geographic Scope
 - State
 - Region
- Fully Mechanized:
 - 0 - <= 15 minutes
 - >15 - <= 30 minutes
 - >30 - <= 45 minutes
 - >45 - <= 60 minutes
 - >60 - <= 90 minutes
 - >90 - <= 120 minutes
 - >120 - <= 180 minutes
 - 0 - <= 3 hours
 - >3 - <= 6 hours
 - >6 - <= 12 hours
 - >12 - <= 24 hours
 - >24 - <= 48 hours
 - >48 hours
- Partially Mechanized:
 - 0 - <= 4 hours
 - >4 - <= 8 hours
 - >8 - <= 10 hours
 - 0 - <= 10 hours
 - >10 - <= 18 hours
 - 0 - <= 18 hours
 - >18 - <= 24 hours
 - 0 - <= 24 hours
 - >24 - <= 48 hours
 - >48 hours
- Non-Mechanized:
 - 0 - <= 4 hours
 - >4 - <= 8 hours
 - >8 - <= 12 hours
 - >12 - <= 16 hours
 - >16 - <= 20 hours
 - >20 - <= 24 hours
 - >24 - <= 36 hours
 - 0 - <= 36 hours
 - >36 - <= 48 hours
 - >48 hours
- Trunks:
 - 0 - <= 5 days
 - >5 - <= 10 days
 - 0 - <= 10 days
 - >10 - <= 15 days
 - >15 - <= 20 days
 - >20 days

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Interval for FOC • Total Number of LSRs • State and Region • Total Number of ASRs (Trunks) 	<ul style="list-style-type: none"> • Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • Resale – Residence • Resale – Business • Resale – Design (Special) • Resale PBX • Resale Centrex • Resale ISDN • LNP (Standalone) • INP(Standalone) • 2W Analog Loop Design • 2W Analog Loop Non-Design • 2W Analog Loop With INP Design • 2W Analog Loop With INP Non-Design • 2W Analog Loop With LNP Design • 2W Analog Loop With LNP Non-Design • UNE Loop + Port Combinations • Switch Ports • UNE Combination Other • UNE xDSL (ADSL, HDSL, UCL) • Line Sharing • UNE ISDN Loops • UNE Other Design • UNE Other Non-Design • Local Interoffice Transport 	<ul style="list-style-type: none"> • Mechanized: - 95% <= 3 Hours • Partially Mechanized: <ul style="list-style-type: none"> - 85% <= 24 Hours - 85% <= 18 Hours (05/01/01) - 85% <= 10 Hours (08/01/01) • Non-mechanized: - 85% <= 36 Hours
• Local Interconnection Trunks	• Trunks: - 95% <= 10 Days

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Fully Mechanized	• 95% <= 3 Hours
• Partially Mechanized	<ul style="list-style-type: none"> • 85% <= 24 Hours • 85% <= 18 Hours (05/01/01) • 85% <= 10 Hours (08/01/01)
• Non-Mechanized	• 85% <= 36 Hours
• IC Trunks	• 95% <= 10 Days

O-10: Service Inquiry with LSR Firm Order Confirmation (FOC) Response Time Manual⁶

Definition

This report measures the interval and the percent within the interval from the submission of a Service Inquiry (SI) with Firm Order LSR to the distribution of a Firm Order Confirmation (FOC).

Exclusions

- Designated Holidays are excluded from the interval calculation
- Weekend hours from 5:00PM Friday until 8:00AM Monday are excluded from the interval calculation of the Service Inquiry
- Canceled Requests
- Electronically Submitted Requests
- Scheduled OSS Maintenance

Business Rules

This measurement combines four intervals:

1. From receipt of Service Inquiry with LSR to hand off to the Service Advocacy Center (SAC) for Loop 'Look-up'.
2. From SAC start date to SAC complete date.
3. From SAC complete date to the Complex Resale Support Group (CRSG) complete date with hand off to LCSC.
4. From receipt of SI/LSR in the LCSC to Firm Order Confirmation.

Calculation

FOC Timeliness Interval = (a - b)

- a = Date and Time Firm Order Confirmation (FOC) for SI with LSR returned to CLEC
- b = Date and Time SI with LSR received

Average Interval = (c / d)

- c = Sum of all FOC Timeliness Intervals
- d = Total number of SIs with LSRs received in the reporting period

Percent Within Interval = (e / f) X 100

- e = Total number of Service Inquiries with LSRs received by the CRSG to distribution of FOC by the Local Carrier Service Center (LCSC)
- f = Total number of Service Inquiries with LSRs received in the reporting period

Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
 - State
 - Region
- Intervals
 - 0 – <= 3 days
 - >3 – <= 5 days
 - 0 – <= 5 days
 - >5 – <= 7 days
 - >7 – <= 10 days
 - >10 – <= 15 days
 - >15 days

⁶ See O-9 for FOC Timeliness

- Average Interval measured in days

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Total Number of Requests • SI Intervals • State and Region 	<ul style="list-style-type: none"> • Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • xDSL (includes UNE unbundled ADSL, HDSL and UNE Unbundled Copper Loops) • Unbundled Interoffice Transport 	<ul style="list-style-type: none"> • 95% Returned <= 5 Business days

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • Not Applicable 	<ul style="list-style-type: none"> • Not Applicable

O-11: Firm Order Confirmation and Reject Response Completeness

Definition

A response is expected from BellSouth for every Local Service Request transaction (version). More than one response or differing responses per transaction is not expected. Firm Order Confirmation and Reject Response Completeness is the corresponding number of Local Service Requests received to the combination of Firm Order Confirmation and Reject Responses.

Exclusions

- Service Requests canceled by the CLEC prior to FOC or Rejected/Clarified
- Non-Mechanized LSRs
- Scheduled OSS Maintenance

Business Rules

Mechanized – The number of FOCs or Auto Clarifications sent to the CLEC from LENS, EDI, TAG in response to electronically submitted LSRs (date and time stamp in LENS, EDI, TAG).

Partially Mechanized – The number of FOCs or Rejects sent to the CLEC from LENS, EDI, TAG in response to electronically submitted LSRs (date and time stamp in LENS, EDI, TAG), which fall out for manual handling by the LCSC personnel.

Total Mechanized – The number of the combination of Fully Mechanized and Partially Mechanized LSRs

Non-Mechanized – The number of FOCs or Rejects sent to the CLEC via FAX Server in response to manually submitted LSRs (date and time stamp in FAX Server).

Note: Manual (Non-Mechanized) LSRs have no version control by the very nature of the manual process, therefore, non-mechanized LSRs are not captured by this report.

For CLEC Results:

Firm Order Confirmation and Reject Response Completeness is determined in two dimensions:

Percent responses is determined by computing the number of Firm Order Confirmations and Rejects transmitted by BellSouth and dividing by the number of Local Service Requests (all versions) received in the reporting period.

Percent of multiple responses is determined by computing the number of Local Service Request unique versions receiving more than one Firm Order Confirmation, Reject or the combination of the two and dividing by the number of Local Service Requests (all versions) received in the reporting period.

Calculation

Single FOC/Reject Response Expected

Firm Order Confirmation / Reject Response Completeness = $(a / b) \times 100$

- a = Total Number of Service Requests for which a Firm Order Confirmation or Reject is Sent
- b = Total Number of Service Requests Received in the Report Period

Multiple or Differing FOC / Reject Responses Not Expected

Response Completeness = $[(a + b) / c] \times 100$

- a = Total Number of Firm Order Confirmations Per LSR Version
- b = Total Number of Reject Responses Per LSR Version
- c = Total Number of Service Requests (All Versions) Received in the Reporting Period

Report Structure

Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized

- State and Region
- CLEC Specific
- CLEC Aggregate
- BellSouth Specific

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
Report Month • Reject Interval • Total Number of LSRs • Total Number of Rejects	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • Resale Residence • Resale Business • Resale Design • Resale PBX • Resale Centrex • Resale ISDN • LNP (Standalone) • INP (Standalone) • 2W Analog Loop Design • 2W Analog Loop Non - Design • 2W Analog Loop With INP Design • 2W Analog Loop With INP Non - Design • 2W Analog Loop With LNP Design • 2W Analog Loop With LNP Non - Design • UNE Loop and Port Combinations • Switch Ports • UNE Combination Other • UNE xDSL (ADSL, HDSL, UCL) • Line Sharing • UNE ISDN Loops • UNE Other Design • UNE Other Non - Design • Local Interoffice Transport • Local Interconnection Trunks 	<ul style="list-style-type: none"> • 95% Returned

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Fully Mechanized	• 95% Returned

O-12: Speed of Answer in Ordering Center

Definition

Measures the average time a customer is in queue.

Exclusions

None

Business Rules

The clock starts when the appropriate option is selected (i.e., 1 for Resale Consumer, 2 for Resale Multiline, and 3 for UNE-LNP, etc.) and the call enters the queue for that particular group in the LCSC. The clock stops when a BellSouth service representative in the LCSC answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC call into the BellSouth automatic call distributor (ACD) until a service representative in BellSouth's Local Carrier Service Center (LCSC) answers the CLEC call.

Calculation

Speed of Answer in Ordering Center = (a / b)

- a = Total seconds in queue
- b = Total number of calls answered in the Reporting Period

Report Structure

Aggregate

- CLEC – Local Carrier Service Center
- BellSouth
 - Business Service Center
 - Residence Service Center

Note: Combination of Residence Service Center and Business Service Center data.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Mechanized tracking through LCSC Automatic Call Distributor	• Mechanized tracking through BellSouth Retail center support system.

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Aggregate <ul style="list-style-type: none"> • CLEC – Local Carrier Service Center • BellSouth <ul style="list-style-type: none"> - Business Service Center - Residence Service Center 	<ul style="list-style-type: none"> • Parity with Retail

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

O-13: LNP-Percent Rejected Service Requests

Definition

Percent Rejected Service Request is the percent of total Local Service Requests (LSRs) which are rejected due to error or omission. An LSR is considered valid when it is electronically submitted by the CLEC and passes LNP Gateway edit checks to insure the data received is correctly formatted and complete, i.e., fatal rejects are never accepted and, therefore, are not included.

Exclusions

- Service Requests canceled by the CLEC
- Scheduled OSS Maintenance

Business Rules

An LSR is considered “rejected” when it is submitted electronically but does not pass edit checks in the ordering systems (EDI, TAG, LNP Gateway, LAUTO) and is returned to the CLEC without manual intervention.

Fully Mechanized: There are two types of “Rejects” in the Fully Mechanized category:

A **Fatal Reject** occurs when a CLEC attempts to electronically submit an LSR (via EDI or TAG) but required fields are not populated correctly and the request is returned to the CLEC.

Fatal rejects are reported in a separate column, and for informational purposes ONLY. They are not considered in the calculation of the percent of total LSRs rejected or the total number of rejected LSRs.

An **Auto Clarification** is a valid LSR which is electronically submitted (via EDI or TAG), but is rejected from LAUTO because it does not pass further edit checks for order accuracy. Auto Clarifications are returned without manual intervention.

Partially Mechanized: A valid LSR which is electronically submitted (via EDI or TAG), but cannot be processed electronically due to a CLEC error and “falls out” for manual handling. It is then put into “clarification”, and sent back (rejected) to the CLEC.

Total Mechanized: Combination of Fully Mechanized and Partially Mechanized rejects.

Non-Mechanized: A valid LSR which is faxed or mailed to the BellSouth LCSC.

Calculation

LNP-Percent Rejected Service Requests = (a / b) X 100

- a = Number of Service Requests Rejected in the Reporting Period
- b = Number of Service Requests Received in the Reporting Period

Report Structure

- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
- CLEC Specific
- CLEC Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Not Applicable	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • LNP • UNE Loop With LNP 	• Diagnostic

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

O-14: LNP-Reject Interval Distribution & Average Reject Interval

Definition

Reject Interval is the average reject time from receipt of an LSR to the distribution of a Reject. An LSR is considered valid when it is electronically submitted by the CLEC and passes LNP Gateway edit checks to insure the data received is correctly formatted and complete.

Exclusions

- Service Requests canceled by the CLEC
- Designated Holidays are excluded from the interval calculation
- LSRs which are identified and classified as "Projects"
- The following hours for Partially mechanized and Non-mechanized LSRs are excluded from the interval calculation:

Residence Resale Group – Monday through Saturday 7:00PM until 7:00AM
From 7:00 PM Saturday until 7:00 AM Monday

Business Resale, Complex, UNE Groups – Monday through Friday 6:00PM until 8:00AM
From 6:00 PM Friday until 8:00 AM Monday.

The hours excluded will be altered to reflect changes in the Center operating hours. The LCSC will accept faxed LSRs only during posted hours of operation.

The interval will be the amount of time accrued from receipt of the LSR until normal closing of the center if an LSR is worked using overtime hours.

In the case of a Partially Mechanized LSR received and worked after normal business hours, the interval will be set at one (1) minute.

- Scheduled OSS Maintenance

Business Rules

The Reject interval is determined for each rejected LSR processed during the reporting period. The Reject interval is the elapsed time from when BellSouth receives LSR until that LSR is rejected back to the CLEC. Elapsed time for each LSR is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of rejected LSRs to produce the reject interval distribution.

An LSR is considered "rejected" when it is submitted electronically but does not pass edit checks in the ordering systems (EDI, TAG, LNP Gateway, LAUTO) and is returned to the CLEC without manual intervention.

Fully Mechanized: There are two types of "Rejects" in the Fully Mechanized category:

A **Fatal Reject** occurs when a CLEC attempts to electronically submit an LSR but required fields are not populated correctly and the request is returned to the CLEC.

An **Auto Clarification** is a valid LSR which is electronically submitted (via EDI or TAG), but is rejected from LAUTO because it does not pass further edit checks for order accuracy. Auto Clarifications are returned without manual intervention.

Partially Mechanized: A valid LSR which electronically submitted (via EDI or TAG), but cannot be processed electronically due to a CLEC error and "falls out" for manual handling. It is then put into "clarification", and sent back to the CLEC.

Total Mechanized: Combination of Fully Mechanized and Partially Mechanized rejects.

Non-Mechanized: A valid LSR which is faxed or mailed to the BellSouth LCSC.

Calculation

Reject Interval = (a - b)

- a = Date & Time of Service Request Rejection
- b = Date & Time of Service Request Receipt

Average Reject Interval = (c / d)

- c = Sum of all Reject Intervals
- d = Total Number of Service Requests Rejected in Reporting Period

Reject Interval Distribution = $(e / f) \times 100$

- e = Service Requests Rejected in reported interval
- f = Total Number of Service Requests Rejected in Reporting Period

Report Structure

Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized

- CLEC Specific
- CLEC Aggregate
- State, Region
- Fully Mechanized:
 - 0 - <= 4 minutes
 - >4 - <= 8 minutes
 - >8 - <= 12 minutes
 - >12 - <= 60 minutes
 - 0 - <= 1 hour
 - >1 - <= 4 hours
 - >4 - <= 8 hours
 - >8 - <= 12 hours
 - >12 - <= 16 hours
 - >16 - <= 20 hours
 - >20 - <= 24 hours
 - > 24 hours
- Partially Mechanized:
 - 0 - <= 1 hour
 - >1 - <= 4 hours
 - >4 - <= 8 hours
 - >8 - <= 10 hours
 - 0 - <= 10 hours
 - >10 - <= 18 hours
 - 0 - <= 18 hours
 - >18 - <= 24 hours
 - > 24 hours
- Non-Mechanized:
 - 0 - <= 1 hour
 - >1 - <= 4 hours
 - >4 - <= 8 hours
 - >8 - <= 12 hours
 - >12 - <= 16 hours
 - >16 - <= 20 hours
 - >20 - <= 24 hours
 - 0 - <= 24 hours
 - >24 hours
- Average Interval in Days or Hours

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Reject Interval • Total Number of LSRs • Total number of Rejects • State and Region 	<ul style="list-style-type: none"> • Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • LNP • UNE Loop with LNP 	<ul style="list-style-type: none"> • Mechanized: 97% <= 1 Hour • Partially Mechanized: 85% <= 24 Hours • Partially Mechanized: 85% <= 18 Hours (05/01/01) • Partially Mechanized: 85% <= 10 Hours (08/01/01) • Non-Mechanized: 85% <= 24 Hours

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • Not Applicable 	<ul style="list-style-type: none"> • Not Applicable

O-15: LNP-Firm Order Confirmation Timeliness Interval Distribution & Firm Order Confirmation Average Interval

Definition

Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of a valid LSR to distribution of a firm order confirmation.

Exclusions

- Rejected LSRs
- Designated Holidays are excluded from the interval calculation
- LSRs which are identified and classified as "Projects"
- The following hours for Partially Mechanized and Non-mechanized LSRs are excluded from the interval calculation:

Residence Resale Group – Monday through Saturday 7:00PM until 7:00AM

From 7:00 PM Saturday until 7:00 AM Monday.

Business Resale, Complex, UNE Groups – Monday through Friday 6:00PM until 8:00AM

From 6:00 PM Friday until 8:00 AM Monday.

The hours excluded will be altered to reflect changes in the Center operating hours. The LCSC will accept faxed LSRs only during posted hours of operation.

The interval will be the amount of time accrued from receipt of the LSR until normal closing of the center if an LSR is worked using overtime hours.

In the case of a Partially Mechanized LSR received and worked after normal business hours, the interval will be set at one (1) minute.

- Scheduled OSS Maintenance

Business Rules

- **Fully Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS or TAG) until the LSR is processed, appropriate service orders are generated and a Firm Order Confirmation is returned to the CLEC via EDI, LENS or TAG.
- **Partially Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS, or TAG) which falls out for manual handling until appropriate service orders are issued by a BellSouth service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is returned to the CLEC via EDI, LENS, or TAG.
- **Total Mechanized:** Combination of Fully Mechanized and Partially Mechanized LSRs which are electronically submitted by the CLEC.
- **Non-Mechanized:** The elapsed time from receipt of a valid paper LSR (date and time stamp of FAX or date and time paper LSRs received in LCSC) until appropriate service orders are issued by a BellSouth service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is sent to the CLEC via LON.

Calculation

Firm Order Confirmation Interval = (a - b)

- a = Date & Time of Firm Order Confirmation
- b = Date & Time of Service Request Receipt)

Average FOC Interval = (c / d)

- c = Sum of all FOC Intervals
- d = Total Number of Service Requests Confirmed in Reporting Period

FOC Interval Distribution (for each interval) = (e / f) X 100

- e = Service Requests Confirmed in interval
- f = Total Service Requests Confirmed in the Reporting Period

Report Structure

Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized

- CLEC Specific
- CLEC Aggregate
- State and Region
- Fully Mechanized:
 - 0 - <= 15 minutes
 - >15 - <= 30 minutes
 - >30 - <= 45 minutes
 - >45 - <= 60 minutes
 - >60 - <= 90 minutes
 - >90 - <= 120 minutes
 - >120 - <= 180 minutes
 - 0 - <= 3 hours
 - >3 - <= 6 hours
 - >6 - <= 12 hours
 - >12 - <= 24 hours
 - >24 - <= 48 hours
 - >48 hours
- Partially Mechanized:
 - 0 - <= 4 hours
 - >4 - <= 8 hours
 - >8 - <= 10 hours
 - 0 - <= 10 hours
 - >10 - <= 18 hours
 - 0 - <= 18 hours
 - >18 - <= 24 hours
 - 0 - <= 24 hours
 - >24 - <= 48 hours
 - > 48 hours
- Non-Mechanized:
 - 0 - <= 4 hours
 - >4 - <= 8 hours
 - >8 - <= 12 hours
 - >12 - <= 16 hours
 - >16 - <= 20 hours
 - >20 - <= 24 hours
 - >24 - <= 36 hours
 - 0 - <= 36 hours
 - >36 - <= 48 hours
 - >48 hours

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
Report Month • Total Number of LSRs • Total Number of FOCs • State and Region	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• LNP • UNE Loop with LNP	• Mechanized: 95% <= 3 Hours • Partially Mechanized: 85% <= 24 Hours • Partially Mechanized: 85% <= 18 Hours (05/01/01) • Partially Mechanized: 85% <= 10 Hours (08/01/01) • Non-Mechanized: 85% <= 36 hours

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

Section 3: Provisioning

P-1: Mean Held Order Interval & Distribution Intervals

Definition

When delays occur in completing CLEC orders, the average period that CLEC orders are held for BellSouth reasons, pending a delayed completion, should be no worse for the CLEC when compared to BellSouth delayed orders. Calculation of the interval is the total days orders are held and pending but not completed that have passed the currently committed due date; divided by the total number of held orders. This report is based on orders still pending, held and past their committed due date at the close of the reporting period. The distribution interval is based on the number of orders held and pending but not completed over 15 and 90 days. (Orders reported in the >90 day interval are also included in the >15 day interval.)

Exclusions

- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- Disconnect (D) & From (F) orders
- Orders with appointment code of 'A' for Rural orders

Business Rules

Mean Held Order Interval: This metric is computed at the close of each report period. The held order interval is established by first identifying all orders, at the close of the reporting interval, that both have not been reported as completed in SOCS and have passed the currently committed due date for the order. For each such order, the number of calendar days between the earliest committed due date on which BellSouth had a company missed appointment and the close of the reporting period is established and represents the held order interval for that particular order. The held order interval is accumulated by the standard groupings, unless otherwise noted, and the reason for the order being held. The total number of days accumulated in a category is then divided by the number of held orders within the same category to produce the mean held order interval. The interval is by calendar days with no exclusions for Holidays or Sundays.

CLEC Specific reporting is by type of held order (facilities, equipment, other), total number of orders held, and the total and average days.

Held Order Distribution Interval: This measure provides data to report total days held and identifies these in categories of >15 days and > 90 days. (Orders counted in >90 days are also included in > 15 days).

Calculation

Mean Held Order Interval = a / b

- a = Sum of held-over-days for all Past Due Orders Held for the reporting period
- b = Number of Past Due Orders Held and Pending But Not Completed and past the committed due date

Held Order Distribution Interval (for each interval) = (c / d) X 100

- c = # of Orders Held for >= 15 days or # of Orders Held for >= 90 days
- d = Total # of Past Due Orders Held and Pending But Not Completed)

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Circuit Breakout < 10, >= 10 (except trunks)

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • CLEC Order Number and PON (PON) • Order Submission Date (TICKET_ID) • Committed Due Date (DD) • Service Type (CLASS_SVC_DESC) • Hold Reason • Total Line/circuit Count • Geographic Scope 	<ul style="list-style-type: none"> • Report Month • BellSouth Order Number • Order Submission Date • Committed Due Date • Service Type • Hold Reason • Total Line/circuit Count • Geographic Scope
Note: Code in parentheses is the corresponding header found in the raw data file.	

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop With LNP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop With INP-Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With INP Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop >= DS1	• Retail Digital Loop >= DS1
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN - BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

P-2: Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notices

Definition

When BellSouth can determine in advance that a committed due date is in jeopardy for facility delay, it will provide advance notice to the CLEC.

The interval is from the date/time the notice is released to the CLEC/BellSouth systems until 5pm on the commitment date of the order. The Percent of Orders is the percentage of orders given jeopardy notices for facility delay in the count of orders confirmed in the report period.

Exclusions

- Orders held for CLEC end user reasons
- Disconnect (D) & From (F) orders
- Non-Dispatch Orders

Business Rules

When BellSouth can determine in advance that a committed due date is in jeopardy for facility delay, it will provide advance notice to the CLEC. The number of committed orders in a report period is the number of orders that have a due date in the reporting period. Jeopardy notices for interconnection trunks results are usually zero as these trunks seldom experience facility delays. The Committed due date is considered the Confirmed due date. This report measures dispatched orders only. If an order is originally sent as non-dispatch and it is determined there is a facility delay, the order is converted to a dispatch code so the facility problem can be corrected. It will remain coded dispatched until completion.

Calculation

Jeopardy Interval = a - b

- a = Date and Time of Jeopardy Notice
- b = Date and Time of Scheduled Due Date on Service Order

Average Jeopardy Interval = c / d

- c = Sum of all jeopardy intervals
- d = Number of Orders Notified of Jeopardy in Reporting Period

Percent of Orders Given Jeopardy Notice = (e / f) X 100

- e = Number of Orders Given Jeopardy Notices in Reporting Period
- f = Number of Orders Confirmed (due) in Reporting Period)

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Dispatch Orders
- Mechanized Orders
- Non-Mechanized Orders

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • CLEC Order Number and PON • Date and Time Jeopardy Notice Sent • Committed Due Date • Service Type 	<ul style="list-style-type: none"> • Report Month • BellSouth Order Number • Date and Time Jeopardy Notice Sent • Committed Due Date • Service Type
Note: Code in parentheses is the corresponding header found in the raw data file.	